

MANUAL OF INSTRUCTION



Consultant Services

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Consultant Services Vision Statement and UDOT's Mission

"We strive to meet and exceed the expectations of our customers with honest communication and committed customer service."

UDOT's Mission

?The mission of the Utah Department of Transportation is to provide a quality transportation system that is safe, reliable, and serves the needs of the traveling public, commerce, and industry."

To accomplish its mission efficiently and economically, the Utah Department of Transportation has greatly increased its usage of outside consultants. UDOT considers consultants an extension of the staff, capable of providing extra skills, experience, expertise, and quality work, on time and within budget, without increasing the UDOT in-house staff. Consultants also provide independent opinions that may be more readily accepted by the public on sensitive projects and issues.

This Consultant Services Division has prepared this Manual of Instruction to facilitate consultant participation with UDOT, and to guide UDOT employees who work with consultants in the program. The manual describes established procedures, guidelines, and formats for the fair and impartial process of selecting consultants through a qualification-based process.

As completeness and standardization are key to success in this process, both UDOT and the firms responding to UDOT's requests for services are subject to the provisions of this manual.

The Consultant Services Division also makes information available on our web site accessed through <http://www.dot.state.ut.us> under Divisions.

The following are among the services currently provided by consultants:

Aerial Photogrammetry	Landscape Construction
Archaeology	Landscape Design
Architectural Design	Materials Training
Biological Studies	Pavement Design
Cathodic Protection	Port of Entry Design
Construction Inspection	Preliminary Engineering
Construction Surveying	Research Studies
Construction Management	Rest Area Design/Studies
Construction Testing	Right of Way
Falling Weight Deflectometer	Roadway Design
Design & Review	Specification Writing
Endangered Species	Structural Design
Engineering Management	Structural Evaluation
Studies	Surveying
Environmental Studies	Traffic Signs & Signals
Feasibility Studies	Traffic Control
Geometrics	Underground Storage Tanks
Geotechnical	Underwater Inspection of
Global Positioning System	Bridges
Surveying	University Studies
Hazardous Waste	Utility Inspection
Highway Lighting	Wetland Determination &
Hydraulics	Mapping Mitigation
Intelligent Transportation Systems	Wetland Studies

Abbreviations

AASHTO	American Association of State Highway and Transportation Officials
AGC	Associated General Contractors
A/E	Architect/Engineer
CADD	Computer Aided Drafting and Design
CBA	Choosing By Advantage
CE	Construction Engineering
CECU	Consulting Engineers Council of Utah
CFR	Code of Federal Regulations
CMS	Contract Management System
CPM	Critical Path Method
CPFF	Cost Plus Fixed Fee
D/B	Design Build
DBE	Disadvantaged Business Enterprises
EEO	Equal Employment Opportunity
EIT	Engineers in Training
FAR	Federal Acquisition Regulations
FHPG	Federal Aid Highway Policy Guide
FHWA	Federal Highway Administration
FM	Functional Manager
GES	General Engineering Services

GSA	General Services Administration
ICE	Independent Cost Estimate
IDIQ	Indefinite Delivery Indefinite Quantity (Pool Contracts)
LGPM	Local Government Project Manager
LOI	Letter of Interest
LSIT	Land Surveyors in Training
LS	Land Surveyors
MUTCD	Manual on Uniform Traffic Control Devices
NICET	National Institute for Certification in Engineering Technology
NTP	Notice to Proceed
OCIP	Owner Controlled Insurance Program
PE	Professional Engineer
PM	Project Manager
PPMS	Preconstruction Program Management System
QC/QA	Quality Control/Quality Assurance
RDS	Roadway Design System
RFP	Request for Proposal
RFQ	Request for Qualifications
SOI	Statement of Interest
SOQ	Statement of Qualifications
STIP	Statewide Transportation Improvement Program

T3 Program Construction, surveying, materials, and design certification program

WBE Woman in Business Enterprise

Definitions

Advertisement- The public announcement inviting responses for work to be performed or materials to be furnished.

Audit - Pre-negotiation audit and post audit.

Award - UDOT's acceptance of a proposal.

Brooks Act - Federal Act providing guidelines for contracting architectural and engineering services.

Calendar Day - Any day shown on the calendar, beginning and ending at midnight.

Choosing by Advantage - The procedure used by the selection team to make the final consultant selection after project-related consultants are interviewed.

Compensation - The dollar amount paid to the consultant for execution of services as agreed to in the contract.

Construction Engineering/Construction Management - Engineering services related to construction activities including surveys, stakeouts, inspections, materials testing, plan revisions, preparation of reports, progress estimates, and final estimates.

Consultant - Used in Architect/Engineer contracts- An individual, partnership, firm, corporation, or any acceptable combination, or joint venture providing professional and/or technical services as a party to the A/E contract.

Consultant Evaluation - Documentation prepared by the Project Manager which rates consultant performance at any time as needed during the project. Must be prepared and submitted for all consultant contracts prior to the release of any retainage.

Contract - The written document between the contracting party and the Consultant, setting forth the obligations of the parties thereunder for the performance of the work prescribed.

Contract Period - End date of the contract. A specified expiration date for the contract, usually a one year period beyond the Project Period of the contract. Pool contracts usually have a Contract Period six months beyond the Project Period.

Contract Item - A specific unit of work for which a price is provided in the contract.

Contract Management System - Consultant Services based project tracking system.

Contract Modification - A negotiated contract constituting a modification of the originally executed contract and covering work beyond its general scope or magnitude.

Contractor - The individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture, contracting with the highway agency to perform prescribed work on Design/Build or construction projects.

Contract Payment Bond - The security furnished UDOT to guarantee payment of prescribed debts of the Contractor covered by the bond.

Contract Performance Bond - The security furnished to the UDOT to guarantee completion of the work in accordance with the contract.

Cooperative Agreement - Project funding agreement for Local Government Contracts between Local Authority and UDOT.

Cost Plus Fixed Fee - A payment method which reimburses consultants for the actual cost to perform the work, plus a predetermined fixed fee (profit).

Cost Proposal - Consultant's estimate of projected project costs.

Department - The Utah Department of Transportation or any of its Divisions, Regions, Sections, or Units.

Deputy Director - The Deputy Director of the Department responsible for engineering supervision of the project.

Design/Build - Contractual arrangement where one vendor provides both design and construction services.

Detailed Work Plan - A document provided by the selected consultant describing how objectives or tasks for the project are to be achieved.

Direct Costs - Any cost that can be identified specifically with a particular final cost objective, and that is not directed to any other project or overhead. Does not include indirect costs.

Director - The Chief Executive Director and Chief Procurement Officer for UDOT.

Escrow - Retainage held by UDOT until completion of the project.

Federal Agency - Any Federal Department, Division, Administration, etc.

Fee - The dollar amount established by negotiation to cover the consultant's profit and expenses under the applicable regulations.

Financial Screening Process - Formerly referred to as prequalification. A Review by Department to determine if consultant's accounting system is in accordance with Federal Acquisition Regulations.

Functional Manager - A technical expert in a related field who provides support to the project manager as needed.

General Consultant List - A list of consultants who are approved through the financial screening process.

General Engineering Services Contracts (GES) - Also known as IDIG or pool contracts. Those qualification-based selected consultants available for use as needed by the Department.

Independent Cost Estimate (ICE)- Estimate of hours and costs compiled by the project manager.

Indirect Cost - Any cost that is not directly identified with a single, final cost objective, but can be identified with two or more final cost objectives (projects) and/or administrative costs, including employee paychecks, business accounting, etc. After direct costs are determined and charged directly to the contract or other work, indirect costs are those remaining to be allocated to the several cost objectives.

Inspector - An engineer's authorized representative assigned to make detailed inspections of contract performance.

Letter of Interest (LOI) - A letter written by a consultant to UDOT which establishes communication lines and determines the level of interest between the Department and consultants giving potential consultants time to coordinate design and construction services or develop joint ventures.

Local Government - A local agency such as a city, town, county, or council of governments that may be party to a contract.

Local Government Project Manager - An individual assigned by the local government who works with UDOT Project Manager on Federally assisted projects.

Lump Sum Fee - A type of contract that reimburses to the Contractor an agreed upon, fixed amount which includes all direct costs, indirect costs, and fixed fees.

Metropolitan Planning Organizations (MPO) - Agencies responsible for coordinating the transportation planning process in urban areas.

Non-Stewardship - A Federally funded project where FHWA is fully involved. Project with non-stewardship are designated with an “*” preceeding the project number [e.g. *NHI-321(2)].

Notice to Proceed - Written notice to the consultant or contractor to begin work on the project.

Owner Controlled Insurance Program (OCIP) - State owned and controlled insurance program covering UDOT, consultants, and all contractors. UDOT procures certain insurance coverages protecting the owner and all contractors and subcontractors involved with the project and performing on-site work on the project. Required for all consultant contracts except for Local Government contracts.

Overhead - Refer to Indirect Cost.

Payroll Additives - Indirect costs which are directly associated with the direct payroll/salary costs, and are recovered by the Consultant as a percentage of the direct salary costs for employee health benefits, Social Security, pension plans, vacations, holidays, etc.

Plans - The contract drawings that show the location, character, and dimensions of the prescribed work, including layouts, profiles, cross sections, and other details.

Post Audit - An examination of Contractor incurred costs made in accordance with generally accepted auditing standards to determine if the costs claimed for reimbursement are allowable.

Preconstruction Program Management System (PPMS) - Department project tracking system used in scheduling project activities, funding, preparing ICE's, payroll, and various other functions.

Preliminary Engineering - All work necessary to produce construction plans, specifications, and estimates to the degree of completeness required for undertaking construction.

Pre negotiation Audit (preaward) - An examination of a Consultant's records made in accordance with generally accepted auditing standards which includes verification that certified cost and pricing data submitted by the consultant is accurate and current, verification that the Consultant's accounting system can generate costs which comply with the 48 CFR part 31 regulations, and determination that the proposed costs are reasonable and appropriately supported.

Privileged Document - Documents contained in a consultant's proposal detailing proprietary or unique services, procedures, or materials that the consultant does not want to be made public.

Professional Liability Insurance - Insurance provided by the consultant if not covered under OCIP to cover liability claims made against the Department or the consultant for errors, omissions, or injuries resulting from work by the consultant.

Project Period - The project end date shown on the contract which specifies when the work is expected to be complete.

Project Manager - UDOT point of contact between consultant and Department. Oversees all activities associated with a project.

Proposal - The offer of a consultant to perform services.

Qualification Based Selection Procedure - Selection procedure based on qualification not cost or low bid.

Quality Control/Quality Assurance (QC/QA) - A project specific work plan listing those responsible for identified activities, and how the project will accomplish a quality product in compliance with UDOT Policy and Procedures.

Request for Qualifications (RFQ) - The advertisement and request for consultants to submit a Statement of Qualifications.

Retainage - Percent of payment to the consultant withheld by the Department and deposited in escrow.

Scope of Work - Prepared by the project manager addressing the activities to be performed in conjunction with a contract.

Special Provisions - Additions and revisions to the standard and supplemental specifications applicable to an individual contract.

Standard Plans - Drawings approved for repetitive use, showing details to be used where appropriate.

Standard Specifications - The book of specifications approved for general application and repetitive use.

Statement of Qualifications (SOQ) - Document submitted by consultants when responding to an RFQ (Request for Qualifications) for a specific project.

Stewardship - Type of project where UDOT is fully responsible, and where there is no FHWA involvement in Federally funded projects.

Statewide Transportation Improvement Program (STIP). UDOT's budget plan for identification and authorization of expected federal and non-federal aid funds.

Subconsultant (subcontractor) - An individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture, to which the consultant (contractor) sublets part of the contract.

Supplemental Specifications - Additions and revisions to the standard specifications that are approved the book is published.

Technical Proposal - Technical document which UDOT may request from short listed firms as a supplement to a previously submitted statement of qualifications.

Tool Box - Central location for accessing electronic contracting document files. Used by UDOT Project Managers.

Unit Price - A payment method based on an hourly rate or specific item cost.

Chapter 1

General Information

UDOT contracts with consultants for many different services, and consequently has implemented different selection processes based on the nature of services needed for specific projects. UDOT has also implemented different types of contracts which reflect the projected dollar amounts for services needed, the nature of the services, and the entities contracting for services.

This chapter provides an overview of contract types and the selection processes a consultant will need to complete to obtain a contract. An overview of reference sources are also included in this chapter.

Types of Contracts

Large Purchase (over \$250,000)

- Consultant selection is based on qualifications.
- Project Manager is required to get preapproval from Consultant Services to obtain services of a consultant.
- Negotiations are based on qualification-based selection.
- Consultants must submit financial screening materials and be placed on the General Consultant List.
- Pre-negotiation audits are required.
 - A resultant audit opinion is also required.
 - The use of an independent audit, an audit performed by another State/Federal agency, or an audit performed by another local governmental agency is acceptable if the information is current and of sufficient detail. The review of the audit must determine compliance with 48 CFR part 2.
 - May be waived when sufficient audited consultant data is available to permit reasonable comparisons with the cost proposal.
 - UDOT's Office of Internal Audit decides if the existing audit is adequate for use in pre-negotiation in contracts of this type.
- UDOT establishes consultant rates using UDOT's financial screening process. The contract language allows for the adjustment of the consultant rates due to intermediate or post audits.
- Post audits are not performed on lump sum contracts.

Local Government

Same except for:

- Local Governments select consultants based on qualifications, or follow procedures for selecting an Engineer of Record.
- Project Manager is not required to get preapproval to obtain the services of a consultant.
- If using a consultant through the RFQ or Engineer of Record process, the selected consultant is not required to be on the General Consultant List.

Standard Purchase (\$20,000 to \$250,000)

Includes anticipated future contract modifications for phased contracts.

- Consultant selection is based on qualifications.
- Project Manager is required to get preapproval from Consultant Services to obtain services of a consultant.
- Negotiations are based on qualification-based selection.
- Consultants must be on the General Consultant List.
- Pre-negotiation audits are required if:
 - Knowledge of the consultant's accounting system is insufficient.
 - Previous experience regarding the reliability of the consultant's accounting system is unfavorable.
 - The contract involves procurement of new equipment or supplies for which the consultant lacks experience.
 - Audit will follow procedures for contracts over \$250,000.
- UDOT establishes consultant rates using UDOT's financial screening process. The contract language allows for the adjustment of the provisional rate due to intermediate or post audits.
- Post audits are not performed on lump sum contracts.

Local Government

Same except:

- Local Governments select consultants based on qualifications, or follow procedures for selecting an Engineer of Record.
- Project Manager is required to get preapproval from Consultant Services to obtain the services of a consultant.
- If using a consultant through the RFQ or Engineer of Record process the selected consultant is not required to be on the General Consultant List.
- Post audits are performed if requested by the Project Manager, the Local Government Projects Engineer, the Local Authority, the Consultant Services Engineer, the Office of Internal Audit, or the consultant.

Small Purchase (Less than \$20,000)

- Consultant selection is based on qualifications.
- The Project Manager is required to get preapproval from Consultant Services to obtain services of a consultant.
- Negotiations are non-competitive. It is not necessary to contact more than one consultant.
- Contracts are lump sum or unit price only.
- Pre-negotiation audits are not required.
- Consultant Selection Sequence:
 1. Consultant Pool. Follow procedures in Chapter 5.
 2. General Consultant List.
 3. Other qualified consultants outside either the Consultant Pool or General Consultant List.

Local Government

Same except:

- Local Governments select consultants based on qualifications, or follow procedures for selecting an Engineer of Record.
- Project Manager is not required to get preapproval to obtain services of a consultant.
- Not required for consultants to be on the General Consultant List, but financial screening material must be submitted before a contract can be executed.
- UDOT will provide the General Consultant List to Local Authority.

Sole/Direct Source

- Consultant selection is based on qualifications.
- The Project Manager is required to get preapproval from Consultant Services to obtain services of a consultant if State or Federal Funds are used.
- Sole source contracts are feasible when:
 - Contracting is not feasible under small purchase procedures or competitive negotiation procedures.
 - A product or service is reasonably available only from a single consultant, or an item needed for trial use or evaluation is available only from a single supplier.
 - The requirement for compatibility of equipment or service is the paramount consideration.
 - A requirement for a particular proprietary item does not justify a sole source contract if there is more than one potential proposer for that item.
 - Competition is considered inadequate after several sources have been solicited without success.
- Required activities:
 - Pre-negotiation audits as for competitive negotiations for \$20,000 to \$250,000 contracts, or for contracts greater than \$250,000.
 - Scope of work, evaluation factors, and cost estimates as for competitive negotiations.
 - Negotiations as for competitive negotiations.
- UDOT establishes consultant rates using UDOT's financial screening process. The contract language allows for the adjustment of the provisional rate due to intermediate or post audits.
- Post audits are not performed on lump sum contracts.
- Post audits are performed on contracts less than \$250,000 only if requested by the Project Manager, the Consultant Services Engineer, the Office of Internal Audit, or the Consultant.

Emergency Contracts

- Used for Emergency Situations that:
 - Create a threat to public health, welfare, or safety such as may arise due to floods, epidemics, riots, equipment failure or as determined by the Executive Director or Designee.
 - Create an immediate and serious need for services that cannot be met through normal procurement methods.
- Limited to only those supplies, services, or construction items necessary to meet the emergency.

- Consultant selection is based on qualifications.
- Verbal pre-approval by Executive Director of Designee is required. If federal funds are involved, verbal approval from FHWA is also required. Follow with written documentation.
- Negotiations are non-competitive.
- Selection sequence:
 1. Consultant Pool
 2. General Consultant List
 3. Other qualified consultants outside either the Consultant Pool or General Consultant List.
- Executive Director of Designee authorizes the Notice to Proceed. Verbal Notice to Proceed can be given followed immediately by written authorization.
- Consultant initiates the work.
- The contract is developed and executed as quickly as possible.
- A post audit is required for new contracts exceeding \$20,000.

Local Government (LG) Service Contract Using Engineer of Record

- The Local Government:
 - Is required to certify that the consultant was obtained by qualification-based selection process. Provide documentation of selection process.
 - Must provide an agreement or minutes from a council or commission meeting expressing that the Consultant has been appointed Engineer of Record.
 - Must follow the independent estimate process to procure consultant engineering services.
- Local Government contracts require a co-operative agreement.

Pool or On-call Contracts

- For projects under \$250,000, on an as-needed basis.
- The cumulative amount of contracts for any consultant firm is not to exceed the maximum amount established by the pool.
- Qualification-based process leading to inclusion in a specific Consultant Pool and eligibility for specific contract work.
- Project Manager selects specific consultants from the consultant pool based on their stated ability to supply the desired products or services.
- Consultants must be on the General Consultant List.
- Refer to Chapter 5 for further details and procedures.

Consultant Qualifications and Selection

UDOT conducts three different consultant selection processes each based on consultant qualifications rather than cost or low bid. To be selected for contract work consultants must submit information for the initial financial screening, and be placed on the General Consultant List. After being placed on the General Consultant List, consultants may respond to RFQ's for specific projects, or for either Project Specific Qualification, or any Indefinite Delivery Indefinite Quantity (IDIQ) Consultant Pool Qualification.

Each qualification occurs at different stages of consultant selection, establishes a different level of eligibility, and requires different documentation or actions by consultants.

Financial Screening/General Consultant List

- Initial level of acceptance and required of all consultants.
- Places accepted consultants on a General Consultant List, based on financial information submitted in the Financial Screening Application Packet. (Available on the Consultant Services website).
- Certifies consultant hourly and overhead rates.
- Does not qualify consultants for project specific work or for the consultant pool.

Project Specific Qualification

- Consultants on the General Consultant List may respond to project specific RFQ's.
- Qualification based selection process leading to a UDOT contract for work on a specific project.
- Based on information in the Statement of Qualifications (SOQ) submitted by consultants in response to a project specific UDOT Request for Qualifications (RFQ).

Consultant Pool Project Qualification

- Available to consultants who are on the General Consultant List.
- Based on information in the Statement of Qualifications submitted by consultants in response to a UDOT Request for Qualifications (RFQ).
- May require a response to a second project specific RFQ without advertising.

Reference Sources

Design Process Manual
Project Manager's Guide
PPMS Guide
Standard Specifications and Drawings

Payment Methods

The three payment methods are: Unit Price, Cost Plus Fixed Fee, and Lump Sum.

Contract Contents

Contracts generally contain several sections including but not limited to:

- Disclosure

- Standard Terms and Conditions

- Project Manager Scope of Work

- Consultant Work Plans

- QC/QA Plan

- Schedule

- Insurance

- Payment (Costs, Rates, Overhead Rates)

- Department-furnished Items

Chapter 2

Management of the UDOT Consultant Services Program

Many parties are involved in managing consultant projects including consultants, Local Governments, Federal Highways Administration, and State officials. UDOT involvement includes Consultant Services, Project Managers, and administration personnel. This chapter outlines how all parties are involved and what their responsibilities are in bringing a project to a successful conclusion. Parties discussed here are:

Federal Highways Administration (FHWA)

Utah Department of Transportation (UDOT)

- Project Manager
- Local Government Project Engineer
- Functional Manager
- Construction Project Manager
- Consultant Services
 - Engineer for Consultant Services
 - Consultant Services Manager
- Consultant Services Support
 - Program Development
 - Civil Rights
 - Comptroller
 - Office of Internal Audit

Local Entities

- Local Government Project Manager (LGPM)
- Municipal Planning Organizations (MPO)

Federal Highways Administration (FHWA)

Non-stewardship (full Federal involvement) projects are noted with an asterisk in the project number. On full Federal involvement consultant services contracts, the FHWA authorizes the expenditure of Federal-aid funds and maintains oversight over the implementation of Federally mandated requirements.

Stewardship projects (non-Federal involvement) are Federal-aid funded projects where UDOT maintains oversight with FHWA authorizing Federal-aid funds.

For all projects FHWA:

- Approves UDOT procedures for using Federal-aid funding for consultant services contracts, and establishes a date of eligibility for accruing costs.

- Acts on UDOT initiated requests for authorization of Federal-aid funding.
- May review contracts, contract modifications, and independent cost estimates as appropriate.
- Assists with or undertakes process reviews to assure compliance with Federal requirements.

Utah Department of Transportation (UDOT)

UDOT Project Manager (PM)

Project Managers are involved with all aspects of consultant contracts including Local Government projects. Any reference to Project Manager or PM means the UDOT Project Manager unless stated otherwise. All activities and responsibilities apply to the Project Manager on UDOT Preconstruction Engineering and Construction Engineering projects unless indicated otherwise. Refer to UDOT Pre-Award Project Manager Responsibility Matrix in Appendix A.

The Project Manager:

- Receives all Local Government projects from consultants, and sends them to UDOT Local Government Projects Engineer, and receives approval before submitting to Consultant Services.
- Provides the driving force behind a project's conception, progress, and completion.
 - Understands all UDOT policies, procedures, standards, and specifications.
 - Communicates, coordinates, organizes, and plans efficiently.
- Develops a scope of work, identifies funding, and directs Post-Award activities.
- Develops various progress reports.

Scope of Work

In developing a scope of work, the Project Manager:

- Considers existing deficiencies, required design standards, structural needs if applicable, safety factors, materials, maintenance requirements, public involvement if applicable, environmental concerns, and the overall transportation plan for the area in which the project will be located.
- Identifies the consultants' objectives and tasks.

Funding Activities

- Identifies funding by contacting Program Development.
- Completes and submits the following to Consultant Services:
 - R-709 form
 - PPMS Screen 505
 - Scope of Work
 - Independent Cost Estimate
 - Request for Consultant Services
 - Transmittal Sheet
- Develops an Independent Cost Estimate (ICE) using the Preconstruction Program Management System (PPMS).

- Bases the cost estimate on the proposed objectives and tasks developed for the preliminary scope of work.
- Includes a general estimate of person hours needed to complete the project as well as estimated costs.
- Refer to Chapter 5 for IDIQ Pool contracts.

Post-Award Activities (Refer to Post-Award Consultant Project Manager Responsibility Matrix in Appendix B)

- Conducts the kickoff meeting.
 - Invites Department and consultant personnel involved in the project.
 - Discusses communication lines and coordination of activities.
 - Becomes familiar with participating parties and their respective responsibilities during the project.
- Responds to technical questions.
- Becomes familiar with contract clauses.
- Considers the consultant as an extension of the Department staff.
- Verifies that the consultant is complying with all current Department related documents and Standards and Specifications.
- Maintains supervisory lines of authority on construction management. Verifies that personnel requirements are met.
- Communicates with the consultant at least weekly.
- Reviews work process and product, and documents each interaction with the consultant.

Progress Report Procedures and Invoicing

- Verifies that the consultant is meeting contract equal employment opportunity provisions.
- Reviews monthly progress reports. Refer to Chapter 8.
- Monitors time, money, and percent spent according to the budget. Verifies the accuracy of invoices from consultant.
 - Compares work with expenditures.
 - Establishes controls to prevent excess payment.
- Submits approved invoices to the Comptroller's Office. For Local Government projects, Consultants submit invoices to Local Government Project Manager, who then sends them to the UDOT Project Manager, who sends them to the UDOT Comptroller's Office for processing.
- Notifies the Local Government when it appears that 20 percent of the estimated construction cost will be exceeded. Applicable only for Local Government Construction Engineering projects.
- Monitors certification and contract requirements.
- Reviews completed work and recommends acceptance if satisfactory.

- Evaluates performance and work product. Submits a completed Consultant Evaluation Form to the Comptroller's Office. The Department will not pay retainage to the consultant without this completed form.
- Consultant Services requests contract closure when the terms of the contract have been completed.

Local Government Project Engineer

- Liaison between UDOT and Local Government, FHWA, and Municipal Planning Organizations.
- Provides support to UDOT Project Manager and other staff.

Functional Manager

- Provides support to UDOT Project Manager for specific technical activities.

Construction Project Engineer

All activities apply to the Construction Project Engineer on UDOT Preconstruction Engineering and Construction Engineering projects unless indicated otherwise.

The Construction Project Engineer:

- Monitors construction projects on site.
- Serves as primary point of contact between UDOT and construction contractor.
- Coordinates with Project Manager for approval of change orders.

Engineer for Consultant Services

- Coordinates all major engineering resource obligations needed. Key emphasis regards goals and yearly enhancements.

Consultant Services Manager

Manages the Consultant Services Program:

- Supervises the UDOT Consultant Services Section.
 - Works closely with the various divisions and regions in defining the scope of work and in preparing Request For Qualifications (RFQ).
 - Reviews consultant contracts.
- Coordinates the process of selecting consultants.
 - Receives proposals from consultants.
 - Identifies qualified consultants.
- Manages the use of consultants by the Department.
 - Reviews negotiated fee and contract terms with consultants.
 - Monitors consultant work.
 - Reviews contract modifications.
 - Trains consultants and Project Managers through workshops.

- Provides documentation of all activities involved with selecting and using consultants.
- Coordinates with FHWA on Federal Aid contracts.

Consultant Services Support Units

Program Development

The Program Development Division monitors the planning and programming process for new projects in the approved Statewide Transportation Improvement Program (STIP).

Program Development:

- Compiles the list of all UDOT construction projects which are developed from the STIP. (STIP available from UDOT's Program Development Division on the UDOT website.)
 - Prioritizes projects in accordance with statewide needs.
 - Places high prioritized projects from the inventory list in the five-year Statewide Transportation Improvement Program (STIP).
 - Part 1: Three-year federal and state construction program, designating projects by Region for advertising within a specified fiscal year. Projects in Part 1 receive full design development authorization.
 - Part 2: Two years of federal and state projects designated for a Concept Development Phase. Concept Reports develop construction ideas and detailed cost estimates.
 - Updates the STIP annually with Metropolitan Planning Organizations.
- Processes R-709 to obtain approval from FHWA to obligate funding and rural funding committees.
- Establishes funding authorizations for state funded projects.

Civil Rights

The Civil Rights division monitors the Civil Rights program for all contracts including the Disadvantaged Business Enterprises (DBE) and Woman in Business Enterprise Programs (WBE), and certifies firms as DBE or WBE.

Comptroller's Office

The Comptroller's Office administers and monitors the financial aspects of contracts, including the following activities:

- Financially screens consultants working closely with the Office of Internal Audit.
- Assigns contract number and effective date of contract.
- Oversees consultant escrow accounts.
- Reviews monthly progress reports.
- Monitors time, money, and percent spent according to the budget.
- Verifies the accuracy of consultant invoices, and compares work with expenditures.
- Establishes controls to prevent excess payment.
- Makes payment to consultants.

Office of Internal Audit

The Office of Internal Audit provides needed audit services required for consultant contracting including auditing the consultant's billed costs in accordance with the Federal Acquisition Regulation (FAR) - CFR Title 48, and auditing the consultant's overhead/indirect cost rates in accordance with the FAR regulations and UDOT's administrative rule.

Local Entities

Local Government Project Manager (LGPM)

The Local Government Project Manager for a project requests approval of funding from the UDOT Local Government Projects Engineer.

For New Contracts on Local Government Projects, the LGPM:

- Provides the scope of services and reason for using consultants to the UDOT Local Government Projects Engineer and the assigned UDOT Project Manager. If requested, the UDOT Project Manager helps the Local Government with a description of the scope of services.
- Prepares the independent estimate of hours with the assistance of the UDOT Project Manager. The estimate requires a listing of hours by task, job classification, and hourly rates.
- Submits the Scope of Work and completed, signed, and dated Independent Cost Estimate to the UDOT Project Manager.

Municipal Planning Organizations (MPO's)

Agencies responsible for coordinating the transportation planning process in urban areas. The Wasatch Front Regional Council is the MPO for the Salt Lake and Ogden areas and consists of sixteen elected officials representing local governments from Salt Lake, Davis, Weber, Morgan, and Tooele counties. Transportation planning in the region is a cooperative effort of state and local agencies, and comprehensively addresses all modes of transportation including highways, transit, trucking, rail, and air.

Funding Entities

Funding for construction projects is affected by several entities in state government including the State Transportation Commission, the Utah State Legislature, and FHWA.

Chapter 3

Prequalification/General Consultant List

Consultants interested in obtaining contracts for work with UDOT must first submit financial information for initial financial screening and pre-qualification. Financial screening is necessary for consultants to obtain contracts, but does not qualify any consultant for work on a project or for placement in the consultant pool. UDOT awards contracts based on the selection processes that follow the financial screening and pre-qualification.

Initial Financial Screening/Pre-qualification

Consultants must complete and submit the Financial Screen Application Packet to Consultant Services and certify the following:

- The firm has an accounting system that complies with requirements of Federal Acquisition Regulations (FAR) 48CFR.
- The firm's indirect cost rates (labor additives, overhead, etc.) comply with the FAR (48CFR) part 31.
- All related party transactions have been disclosed and handled in the firm's accounting records in compliance with FAR regulations.
- All costs are handled consistently regardless of the type of contract and whether the costs are directly billable to a particular contract.

UDOT's Consultant Services Division determines if the financial screening information submitted in the application packet is acceptable. If it is, Consultant Services places the consultant on a pre-qualified General Consultant List for any of the services they are capable of providing.

Placement on the pre-qualified General Consultant List does **NOT** mean consultants will automatically receive copies of Requests for Qualifications, or be selected for a project without going through the standard selection process. It is simply a list of consultants who are interested in working for UDOT, and who have certified their financial status.

The Consultant's pre-qualified status is in effect for one year from the date of approval. Consultants may apply for or renew the pre-qualification general listing by completing the Pre-qualification/Financial Screening Application Packet at any time. To remain listed, consultant firms may not change their overhead rates during the pre-qualified period. Inclusion on the Pre-qualified General Consultant List can be extended for one additional year at the Consultant's request if there are no changes in the firm's overhead rates.

The Pre-qualification/Financial Screening Application Packet and a current General Consultant List is available on the UDOT Consultant Services web site, or refer to Appendices C through G.

UDOT Pre-qualification/Financial Screening Application

- ! Refer to the Consultant Services website for the Pre-qualification/Financial Screening Application Packet.
 - Consultants applying for pre-qualification general listing must complete the entire application packet.
 - The requested insurance data is for information only and has no effect on a firm's eligibility to be listed. Minimum insurance requirements are discussed during contract negotiation. Refer to Chapter 7 for more details on Insurance Requirements.
 - Consultants may contact Consultant Services concerning questions about placement on the General Consultant List.

- ! Consultants must submit audit information as part of the Pre-qualification/Financial Screening Application packet.
 - Firms are allowed to contract to a pre-determined dollar amount based on the information in the application.
 - Firms lacking sufficient audit information may be limited in contract dollar amount allowed.
 - UDOT may establish the overhead rates using the following formulas:
 - $\text{Labor Burden} = (\text{Fringe Benefits on Direct Labor})/(\text{Direct Labor})$
 - $\text{Overhead} = (\text{Indirect Costs})/(\text{Direct Labor Costs})$

- ! Consultant Services notifies the Consultant upon receiving the packet and placing the consultant on the pre-qualified list. Consultants may submit application packets at any time, but must be pre-qualified prior to submitting a Statements of Qualifications.

- ! Consultant Services annually reviews the Pre-qualified General Consultant List for each consultant's eligibility.
 - ! General listing approval expires one year from the date of approval.
 - ! Consultant Services notifies consultants prior to expiration of general listing status.
 - ! Failure to re-apply will result in loss of general listing status.

Chapter 4

Project Specific Consultant Selection

Following the initial pre-qualification financial screening, consultants qualify for contract work through a qualification-based selection process. There are two different types of specific project selection methods: 1) Standard RFQ and 2) Streamlined RFQ. The process for both methods are detailed throughout Chapter 4.

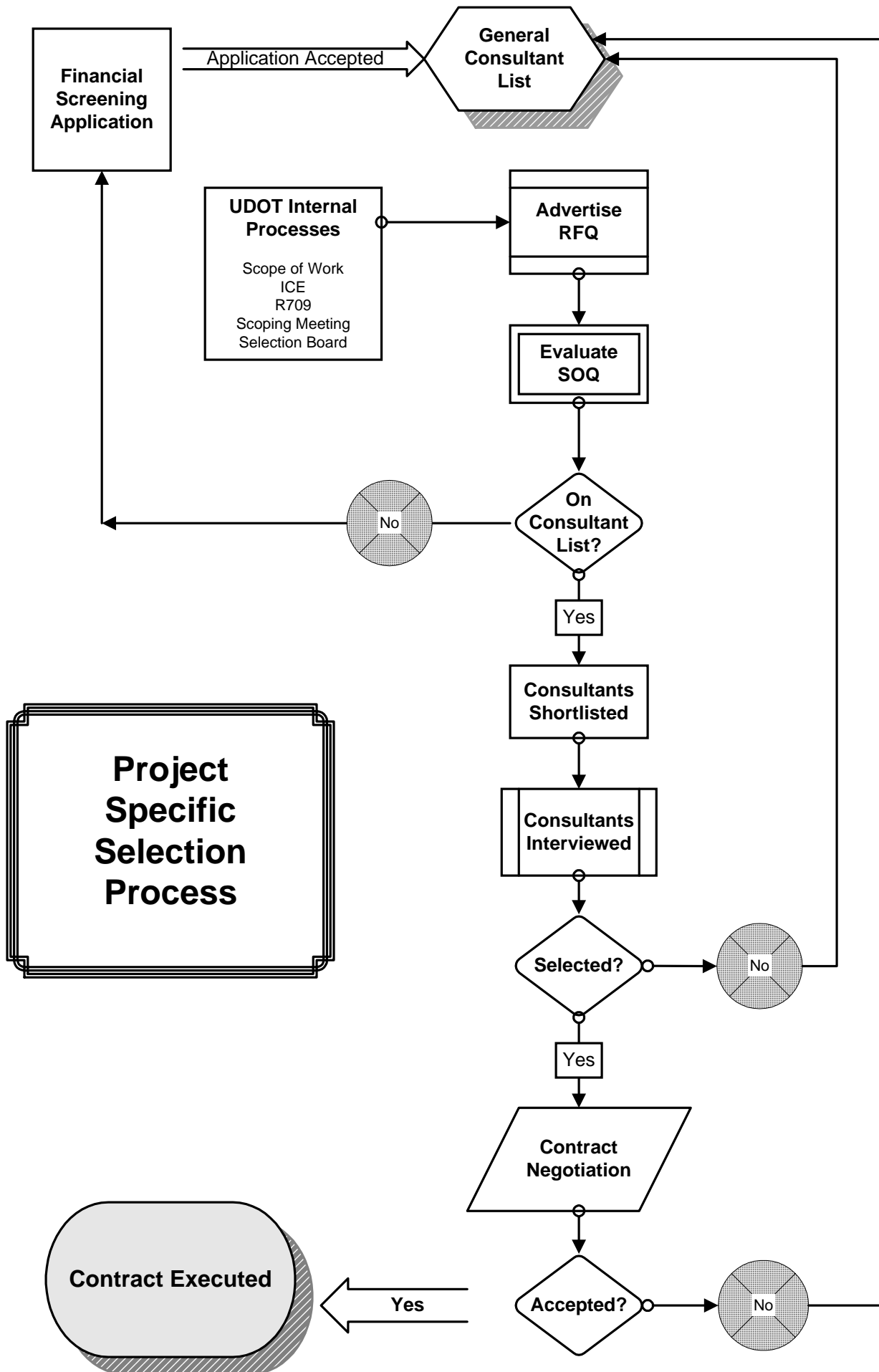
The Standard RFQ project specific selection process to award contracts for many of UDOT's complex projects estimated to be greater than \$200,000 takes approximately three months to complete, and involves these steps:

1. Project Manager initiates an internal request for the services of a consultant.
2. Project Manager and Consultant Services assemble a Selection Team.
3. Consultant Services, the Project Manager, and the Selection Team hold a scoping meeting.
4. Consultant Services, the Project Manager, and the Selection Team develop a Request for Qualifications (RFQ), and Consultant Services advertises the RFQ.
5. Consultant Services collects and evaluates responses to the RFQ submitted by consultants, and submits them to the Project Manager and the Selection Team.
6. Project Manager and Selection Team review and score Statements of Qualifications and meet for discussion.
7. Project Manager and Selection Team develop a shortlist of consultants to be interviewed.
8. Consultant Services facilitates consultant interviews with the Project Manager and the Selection Team.
9. Project Manager and Selection Team interview consultants and select the finalist.
10. Consultant and Project Manager negotiate contract terms and finalize contract.

The Streamlined RFQ project specific selection process to award contracts for many of UDOT's simple projects estimated to be greater than \$200,000 but less than \$500,000 takes approximately four weeks to complete, and involves these steps:

1. Project Manager initiates an internal request for the services of a consultant..
2. Project Manager determines a Selection Team and sends names in to Consultant Services for approval; Project Manager develops the RFQ and sends to Consultant Services.
3. Consultant Services advertises the Streamlined Project and collects the Statement of Qualifications.
4. Project Manager and Selection Team review, score SOQ's and meet for discussion. Interviews may be optional at Project Manager's request.
5. Project Manager and Selection Team select Finalist.
6. Consultant and Project Manager negotiate contract terms and finalize contract.

The following flow chart shows the progression of steps in the Project Specific Consultant Selection process.



Internal Request for Services of a Consultant

The Project Manager submits a detailed memo to Consultant Services requesting the services of a Consultant with the following attachments:

- Scope of Work
- Independent Cost Estimate (ICE) in PDPMS, if appropriate
- R-709 form
- Current PDPMS Screen 505 for the project
- Project number and description, funding source (State or Federal), charge ID number, limits (beginning and ending reference post), location maps, scope, objectives, tasks, QC/QA responsibilities, anticipated project completion date, and Department-furnished items
- Suggested selection team members for approval by Consultant Services Engineer.

Scope of Work

The Project Manager and the appropriate Functional Manager(s) develop the project Scope of Work. For both Local Government Preliminary Engineering and Construction Engineering projects, the UDOT Project Manager assists the Local Government Project Manager. Scope of Work includes:

- Description of work to be done.
- Specific project tasks identified by following the Design Process or Construction Manual.
- Tasks divided into phases if necessary.

Independent Cost Estimate (ICE)

The Project Manager constructs an ICE to estimate hours per activity and job classification. The ICE is also used as a negotiating tool and to obtain funding approval.

The Project Manager:

- Completes the ICE using the Project Development Program Management System (PDPMS) on design projects. Works with Functional Manager as needed.
- Prepares Construction Engineering ICE spreadsheet forms using the established rates provided by Consultant Services. Prepares the ICE clearly, concisely, and in sufficient detail.
- Completes, signs, and submits the ICE with the Scope of Work to Consultant Services.
- Develops the independent estimate of hours and the scope of work for new contracts. The estimate requires a listing of hours by task and job classification including hourly rates and total project costs.
 - See Appendix J for UDOT Project Development Program Management System, PDPMS Critical Path Method Schedule.
 - See the Consultant Services website for the Sample Job Classification for Preparing Independent Cost Estimates. Also see Appendix I.

- Include hours per task and rates from PDPMS per job classification, estimate of overhead rate percentage, and estimate of any direct costs associated with the project.
- Assists the Local Government Project Manager for both Local Government Preliminary Engineering and Construction Engineering projects.

R-709 Request for Authorization

Consultant Services:

- Verifies that funding is available.
- Forwards the R-709, ICE, and Scope of Work to Program Development for approval.

PDPMS Screen 505

Project Manager completes the PDPMS Screen 505 to identify project costs.

Assembling a Selection Team

The Project Manager identifies the selection team and obtains approval from Consultant Services Engineer for selected members. Selection team members participate in the scoping meeting and the consultant evaluation and selection process.

The selection team consists of three to seven UDOT employees including the Project Manager, and includes any required technical people who bring their necessary expertise to the project.

- On non-Local Government projects, FHWA may be invited as a non-voting member of the Selection team. Others may be invited as non-voting Selection team attendees.
- On Local Government projects, both Local Government representatives and FHWA may be invited to be voting members of the Selection team. When this occurs, there may be one Local Government and one FHWA voting member for the team. FHWA has the option of declining membership, and in that case, the Local Government will remain as a voting member of the Selection team.
- Each team member is required to sign a Confidentiality Form which is provided by Consultant Services.

Scoping Meeting

The Project Manager and Selection team members hold a scoping meeting to define the parameters of the project. Tasks to be accomplished at the scoping meeting are:

- Refine the Scope of Work.
- Prepare the Request for Qualifications (RFQ) for advertising.
- Identify the selection criteria and weights for scoring responses to the RFQ.

Standard Request for Qualifications

The RFQ:

- Describes the type of services requested and the stipulated Department requirements.
- Provides guidelines to consultants for preparing Statements of Qualifications.
- Names the Project Manager as a technical contact. For Local Government Project Managers, the UDOT Project Manager may be listed as the consultant contact for technical questions concerning both Preliminary Engineering and Construction Engineering projects.
- Designates the selection process to be used.
- Is available on the Consultant Services web site. Also refer to Appendix Ka.

Advertise the Request for Qualifications (RFQ)

Consultant Services:

- Advertises the project specific RFQ for two consecutive Saturdays in *The Salt Lake Tribune*, *The Deseret News*, and any applicable local newspaper. While the standard is to advertise for two consecutive weeks, this may vary depending on project complexity.
- Makes the RFQ available on the Consultant Services web page on the first Monday following the first Saturday's advertisement.

Collect and Evaluate the Statements of Qualifications (SOQ)

Consultant Services:

- Accepts Statement of Qualifications (SOQ) submittals from responding consultants.
- Will not accept SOQ's after the deadline stated in the RFQ.
- Evaluates information from SOQ's for the Selection Team and Project Manager, and prepares packets for Selection Team members.
 - Assigns weights as established by Selection Team to RFQ project criteria sections.
 - Advises Selection Team on procedures for evaluating information.
 - Completes the summary evaluation form prior to determining the rankings for each firm.
 - Determines and applies weight deductions, if any, for non-conformance to page limitations.
 - Provides Board with all required documentation, including a copy of the RFQ, worksheet for consultant evaluations, summary sheet, electronic spreadsheet file to all voting members, and memo to each reviewer identifying the meeting schedule.

Develop Shortlist of Consultants for an Optional Interview

- The Selection Team and the Project Manager review, evaluate, and rank each response, and compile a shortlist with a minimum of two to five consultants.
 - Receive required consultant information and RFQ from Consultant Services.
 - Review the RFQ before evaluating the SOQ to be aware of the specifics relating to the project. This review is **critical** to the evaluation process.
 - Evaluate each SOQ independently before the Selection Team Meeting. Evaluate and score each SOQ independently, based on the criteria in the RFQ, guidance from Consultant Services, and information in this instruction manual.
 - Fill in all scores on the evaluation summary sheet. Consider how closely the consultant follows the instructions in the RFQ as part of the scoring.
 - Add any specific comments. This helps in the debriefing process. Print comments legibly.
 - Turn in or FAX the evaluation sheets to Consultant Services by the due date.
- Consultant Services combines and averages the point scores given by each Selection Team member to each SOQ, then ranks the averages from highest to lowest.
- Selection Team meets, reviews, evaluates and discusses shortlist.
- Consultant Services provides information from the Selection Board analysis to each consultant. (Debriefing)
- Consultant Services notifies shortlisted consultants and schedules them for an interview with the Selection Team. Interviews may be waived if identified as a possibility in the RFQ, and if after the SOQ evaluations the point differential is substantial enough to warrant determining the finalist.

Optional Interview Shortlisted Consultants and Select Finalist

- The Selection Team and Project Manager interview each shortlisted consultant.
- The Selection Team selects the finalist using the Choosing by Advantage (CBA) process.
 - **All information in the SOQs and the discussions in the selection meeting are CONFIDENTIAL. Selection Team members are not to discuss any information with anyone outside of the evaluation process. Each selection Board Member will be required to sign a Confidentiality Form and return it to Consultant Services to be kept on file.**
- Consultant Services notifies the firms of the selected consultant, and posts the results on the web site.

Choosing By Advantage Process

The Choosing by Advantage (CBA) process aids decision makers in comparing and ranking the advantages each firm brings to a project. The criteria used are those identified when the short list is created. The criteria are weighted and firms are scored against the criteria to determine which firm has the best advantages. The CBA process is a team effort. The advantages, weights, and rankings are determined by the Selection Team. If there is a tie, or if the Selection Team has difficulty deciding between two firms, the CBA process is followed again with the

two firms at a more in-depth level until a definitive score can be determined. The following table shows an example of the information and scoring developed using the CBA method.

Choosing by Advantage Chart

R= Ranking (begins with 10 best advantages and adjusts downward accordingly).

W= Weight

P= Points (weight times rank)

Criteria	Consultant A		Consultant B		Consultant C		Consultant D	
Project Team W=10	Strong Team				Availability		Availability	
	R=10	P=100	R=6	P=60	R=9	P=90	R=9	P=90
Understanding of the Project W=20	Phasing of Project, Pub. Involvement		Included Local Governments				Phasing of the Project	
	R=10	P=200	R=9	P=180	R=4	P=80	R=8	P=160
Work Plan W=30	Traffic control Used 08-1 Suretrak						Used 08-1 Suretrak	
	R=10	P=300	R=5	P=150	R=5	P=150	R=9	P=270
Schedule W=20	Realistic						Realistic	
	R=10	P=200	R=0	P=0	R=0	P=0	R=10	P=200
QA/QC W=20	Identified Plan				Identified Plan			
	R=10	P=200	R=5	P=100	R=10	P=200	R=5	P=100
Total Points	(1st)	1000	(4th)	490	(3rd)	520	(2nd)	870

Contract Negotiation and Execution

- The selected consultant and the Project Manager negotiate contract terms, including staffing plan, detailed work plan, cost proposal, QC/QA, and insurance. See Chapter 7 for more details on preparing for contract negotiation.
 - Project Manager reviews the Consultant's cost proposal, compares it with Independent Cost Estimate, makes recommendations for negotiations, and participates in the negotiating meeting.
 - Project Manager ensures that consultants do not work or incur costs until the Notice to Proceed is given.

Notice to Proceed

Consultant Services:

- Gives verbal notice and/or sends confirmation by fax or email to the consultant.
- Forwards executed copies of the contract and cooperative agreement to all parties.
- Prepares contract modifications as needed.

Monitoring

The Project Manager and consultant monitor the project contract for:

- Additional funds needed to accommodate an increase of scope of work or cost overruns.
- Project Time/Contract Time.
- Retainage release.
- Contract closure.

Closing Contracts

When the project is completed, Consultant Services:

- Verifies with Project Manager that project is completed.
- Verifies that all payments have been received.
- Obtains final letter from Consultant requesting contract closure.

Streamlined Request for Qualifications

The RFQ:

- Describes the type of services requested and stipulates Department requirements.
- Provides guidelines to consultants for preparing Statements of Qualifications.
- Names the Project Manager as a technical contact. For Local Government Project Managers, the UDOT Project Manager may be listed as the consultant contact for technical questions concerning both Preliminary Engineering and Construction Engineering projects.
- Designates the selection process to be used.
- Streamlined RFQ/SOQ Components is available on the Consultant Services web site. Also refer to Appendix Kb

Advertise the Request for Qualifications (RFQ)

Consultant Services:

- Advertises the project specific RFQ for two consecutive Saturdays in *The Salt Lake Tribune*, *The Deseret News*, and any applicable local newspaper. While the standard is to advertise for two consecutive weeks, this may be extended depending on project complexity.
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 - Turn in or FAX the evaluation sheets to Consultant Services by the due date.
- Consultant Services combines and averages the point scores given by each Selection Team member to each SOQ, then ranks the averages from highest to lowest.
- Selection Team meets, reviews, evaluates and discusses shortlist.
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 - All information in the SOQs and the discussions in the selection meeting are

CONFIDENTIAL. Selection Team members are not to discuss any information with anyone outside of the evaluation process. Each Selection Team Member will be required to sign a Confidentiality Form and return it to Consultant Services to be kept on file.

- Consultant Services notifies the firms of the selected consultant, and posts the results on the web site.

Choosing by Advantage Chart

R= Ranking (begins with 10 best advantages and adjusts downward accordingly).

W= Weight

P= Points (Weight times rank)

Criteria	Consultant A		Consultant B		Consultant C		Consultant D	
Project Team/ Projected 2 Year Availability W=50	Strengths		Strengths		Strengths		Strengths	
	R=10	P=500	R=6	P=300	R=9	P=450	R=9	P=450
Firm Capability/ Experience W=50	Strengths		Strengths		Strengths		Strengths	
	R=10	P=500	R=9	P=450	R=4	P=200	R=8	P=400
Total Points	(1 st)	1000	(3 rd)	750	(4 th)	650	(2 nd)	850

Contract Negotiation and Execution

- The selected consultant and the Project Manager negotiate contract terms, including staffing plan, detailed work plan, cost proposal, QC/QA, and insurance. See Chapter 7 for more details on preparing for contract negotiation.
 - Project Manager reviews the Consultant's cost proposal, compares it with Independent Cost Estimate, makes recommendations for negotiations, and participates in the negotiating meeting.
 - Project Manager ensures that consultants do not work or incur costs until the Notice to Proceed is given.

Notice to Proceed

Consultant Services:

- Gives verbal notice and/or sends confirmation by fax or email to the consultant.
- Forwards executed copies of the contract and cooperative agreement to all parties.
- Prepares contract modifications as needed.

Monitoring

The Project Manager and consultant monitor the project contract for:

- Additional funds needed to accommodate an increase of scope of work or cost overruns.
- Project Time/Contract Time.
- Retainage release.
- Contract closure.

Closing Contracts

When the project is completed, Consultant Services:

- Verifies with Project Manager that project is completed.
- Verifies that all payments have been received.
- Obtains final letter from Consultant requesting contract closure.

Chapter 5

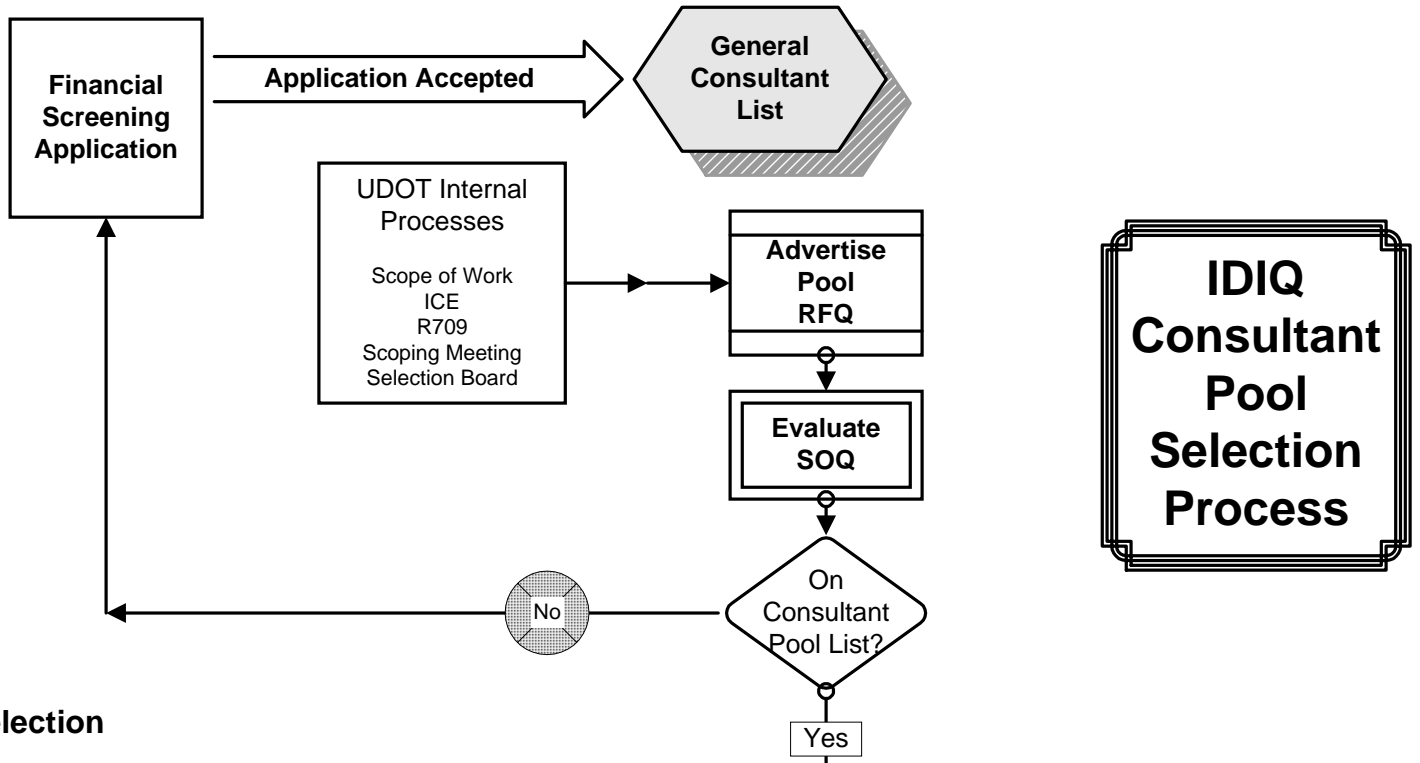
IDIQ Consultant Pool RFQ

UDOT draws from its Indefinite Delivery Indefinite Quantity (IDIQ) Consultant Pools for general and/or specific consulting engineering, architectural, or related services on various projects on an “as needed” basis. Pool contracts do not include critical or unusual contracts, as defined by UDOT.

- Firms selected to participate in these pool categories are subject to the requirements of this manual, and NICET, UDOT T3 program, or equivalent certification.
- Selection and placement in a Pool does not guarantee a consultant will be awarded a contract.
- UDOT may establish a cap within the total available dollar amount for each consultant. If a consultant reaches the maximum available dollars allowed under the cap, they will not be selected to provide further services under the pool process until all firms have reached this maximum.
- Consultant Services:
 - Monitors the dollars available to assure compliance with the advertized RFQ.
 - Removes consultants from the pool when they have expended their total allotment of pool dollars.

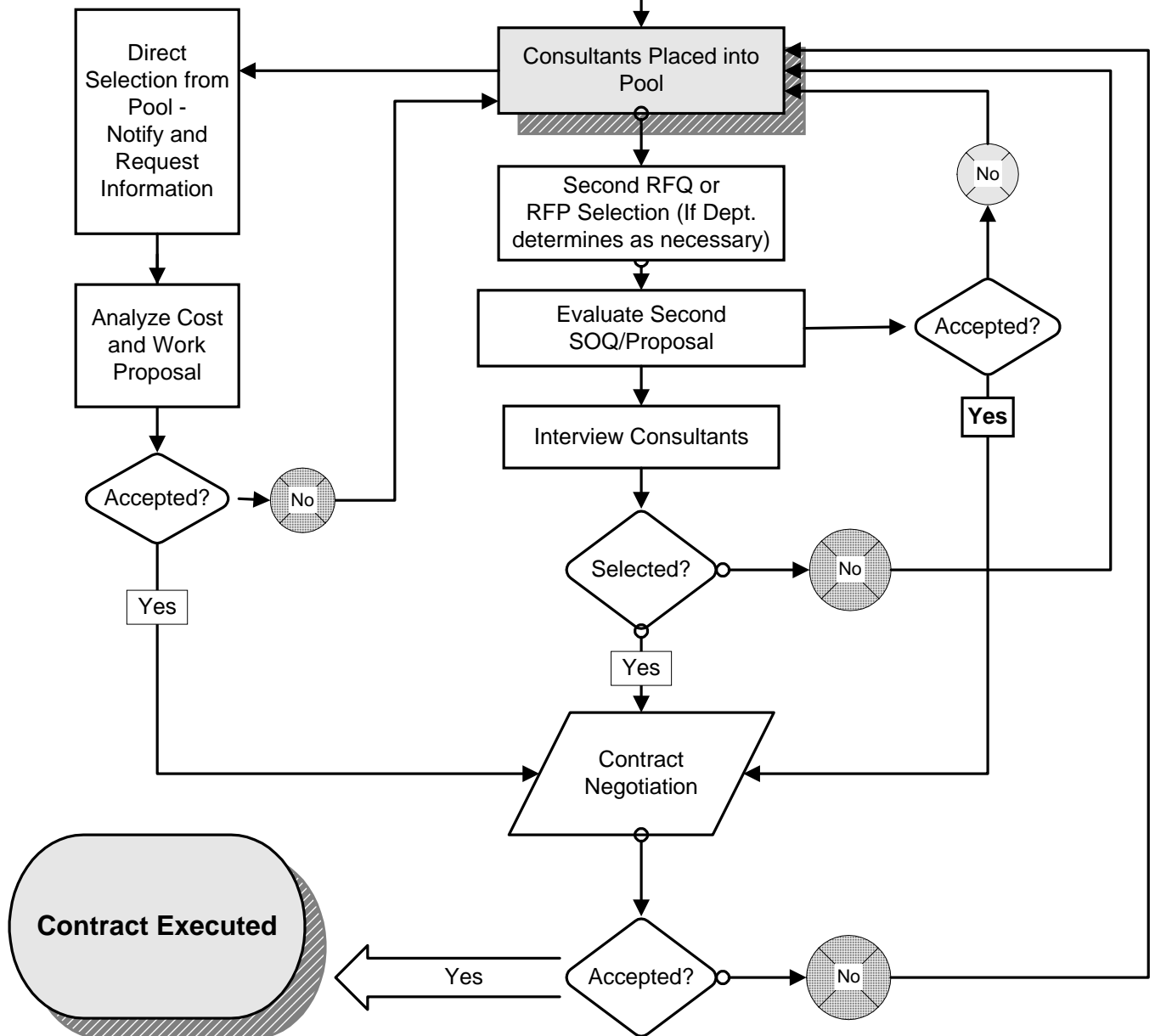
The first steps of Consultant Selection through the Consultant Pool are basically the same as the Project Specific RFQ process. After analyzing the SOQ's, the Project Manager and Selection Board decide which consultants will be placed in the Consultant Pool.

Refer to the flow chart on the following page the steps in the IDIQ Consultant Pool Section Process.



Selection

Use



Internal Request For Services of a Consultant, Selection Board, and Scoping meeting.

Refer to Chapter 4.

Request for Qualifications (RFQ)

The RFQ may include a service matrix which Consultants complete as required.

Refer to Chapter 4 for further information on the RFQ process.

Evaluation of Statements of Qualifications (SOQ)

Refer to Chapter 4.

Placement in the Consultant Pool

The Project Manager and the Selection Board evaluate the consultant SOQ's, and decide which consultants will be accepted into the Consultant Pool for approved projects. The UDOT Project Manager or Local Government, if applicable, selects the consultant from the Pool.s Prime consultants are selected to fill the various pool categories for general or specific consulting services on an "as needed" basis.

Consultant Services

- Notifies the consultants of the evaluation results and sends an acceptance agreement letter which consultants sign and return.
- Provides information from the analysis. Logs contract information into CMS.
- Tracks the total dollars available to the consultant for the period identified in the RFQ.

Selection Options

Pool consultants are selected for work contracts by one of two methods:

1. Direct selection from the pool for projects under \$250,000, or as needed.
2. Second RFQ process for a specific project. A second interview may also be required for approved firms within the pool.

Direct Selection from the Pool

The Project Manager selects consultant(s) from the pool for projects under \$250,000.

- Project Manager determines which consultant from the pool is best qualified to provide the services needed for the project and verifies availability of the consulting firm with Consultant Services.
- The Project Manager submits a written request for the selected consultant to Consultant Services with the Project Manager's Scope of Work, Independent Cost Estimate, R-709, and current PPMS Screen 505.

- Consultant Services requests the consultant's work plan and cost proposal. Consultant Services receives the consultant submission and forwards a copy to the Project Manager. If the consultant's cost proposal is 10 percent above or below the Project Manager's ICE, the Project Manager is required to provide a written justification of acceptance to Consultant Services.
- The Project Manager and the Consultant negotiate contract terms.
- If contract terms are met, the contract is finalized.

Second RFQ Process

- The Project Manager decides which consultants in the pool should receive RFQ's for specific contract work, based on the types of work for which the consultant is listed, and directs Consultant Services to send the RFQ's.
- Consultant Services sends a second RFQ to specific consultants. The Project Manager and the Selection Board evaluate, and score the proposals, and either select a finalist or schedule interviews. Refer to Chapter 4 for more details about this step of the process.

Interviews

- Consultant Services schedules interviews and with consultants.
- Project Manager and Selection Board interview consultants and select the most qualified firm.

Negotiate and Finalize Contract

- Consultant Services, the Project Manager, and the selected Consultant negotiate contract terms.
- If negotiation is successful, the contract is finalized.

Notice to Proceed

Consultant Services:

- Gives verbal notice and/or confirms by fax or email to the consultant.
- Forwards executed copies of the contract and cooperative agreement to all parties.

Monitoring

The consultant monitors the project contract for:

- Additional funds due to increase of scope of work or cost overruns.
- Project Time/Contract Time.
- Retainage release.
- Contract closure.

Closing Contracts

When the project is completed, Consultant Services:

- Verifies with Local and Project Manager that project is completed.
- Verifies that all payments have been received.
- Obtains final letter from Consultant requesting contract closure.

Subcontracting

Consultant Services allows consultants to subcontract only up to a specified percentage of the work being provided so as not to allow firms to provide passage through services.

- UDOT may change percentages may be changed as required.
- A prime consultant for complete preconstruction engineering services and/or specific services may be a subconsultant to another prime firm who lacks expertise in a particular area.
- Subcontracts must incorporate the prime contract provisions and requirements.

Examples:

- Consultants categorized as capable of performing complete engineering services may subcontract no more than 40 percent of the work on projects requiring complete services. (60/40)
- Consultants may subcontract no more than 20 percent of the work defined on any pool contract if working on a specific service, such as hydraulics or surveying. (80/20)

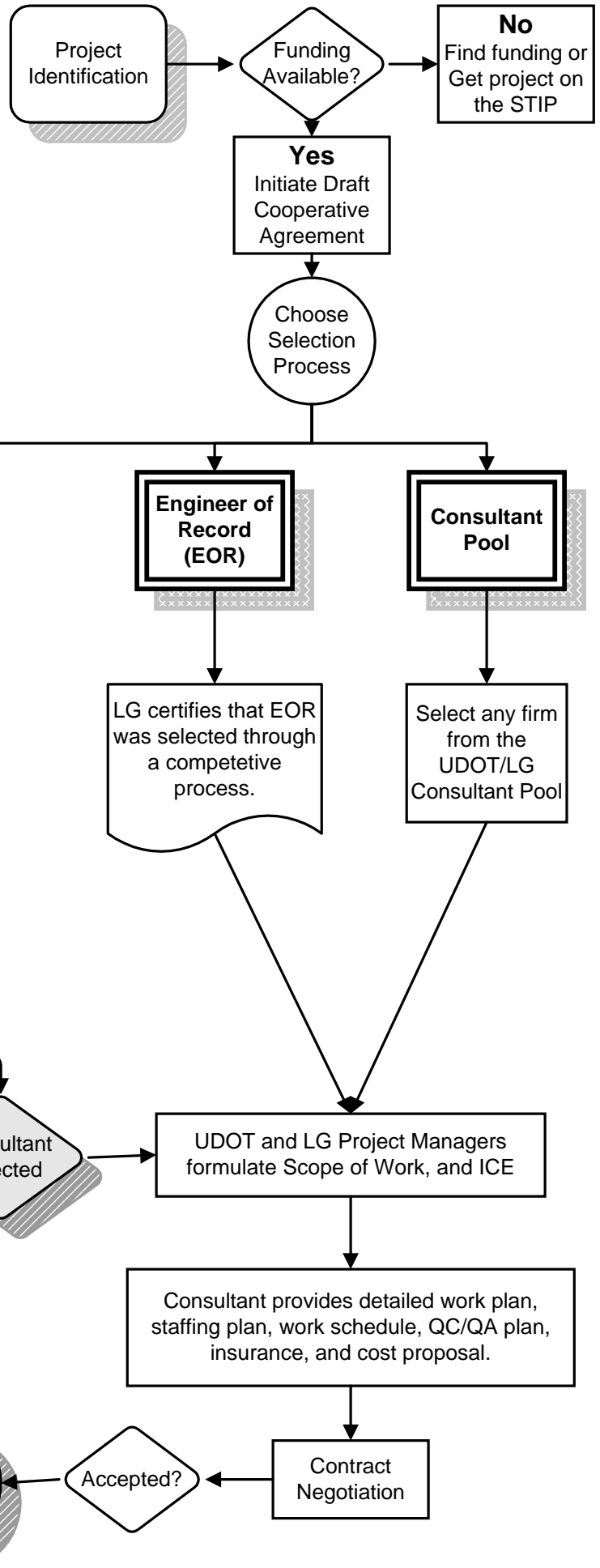
Chapter 6

Local Government Consultant Selection

Local Government projects are those projects listed on the STIP which involve a local government funding source. Local Governments contribute toward the cost of projects using a hard or soft match as specified in the cooperative agreement with UDOT. The Federal contribution is administered by UDOT which acts as a steward of Federal funding.

Refer to the flow chart on the following page for the Local Government Consultant Selection process.

Local Government Consultant Selection



Preliminary Activities

- ! Project Managers assist Local Governments in developing the concept report.
- ! Project Manager identifies Local Government Project and verifies that funding is available.
 - The project should be on the Statewide Transportation Improvement Program (STIP). If it is not on STIP, determine if funding is available from other sources.
 - UDOT expects Local Governments to commit to producing the local government projects listed in the STIP.
 - The STIP incorporates the projects approved by the Joint Highway Committee and the Metropolitan Planning Organizations (MPO's).
 - Once a project is assigned a funding year in the STIP, it must be advertised for construction no later than that year unless it is one of the exceptions specified in the UDOT Design Process Manual. If a project is not advertised in the STIP funding year, the Joint Highway Committee or the MPO is responsible for reconsidering the project and either including or deleting it from the next TIP/STIP.
 - Contact Project Development Metropolitan Planning Organization(s) for more information on the STIP.
- ! The Project Manager initiates a Draft Standardized Cooperative Agreement to be reviewed at the Preliminary Agreement meeting with the Local Government.

Selection Process Determined

- ! Consultant Services determines which selection process is appropriate: RFQ, Engineer of Record, or Consultant Pool.
 - A. RFQ Process - Appropriate for projects with combined costs of over \$600,000. Decide if UDOT or the Local Government will initiate the RFQ.
 - If UDOT initiates: Follow the Project Specific RFQ process.
 - If Local Government initiates: Follow the Project Specific RFQ process. There is no requirement that the selected consultant must be on the General Consultant List prior to submitting a Statement of Qualifications. However, the financial screening must be done before a contract can be executed.
 - B. If Engineer of Record (EOR) is used, the Local Government:
 - 1. Must certify that the EOR was obtained using a qualification based selection process. Provide documentation of selection process.
 - 2. Must provide minutes of meeting or agreement when the EOR was appointed.

- C. If Consultant Pool: (Appropriate for projects with total design and management costs less than \$600,000.)
- UDOT Project Manager and Local Government Project Manager select a firm from the Engineering Services/Local Government Pool within the approved specialty area.

Scope of Work/ICE

UDOT Project Manager and Local Government Project Manager formulate Scope of Work, and Independent Cost Estimate (ICE), and transmit them to Consultant Services. Local Governments having staff with engineering expertise may also prepare the ICE.

- ! Pre-negotiation Meeting: Consultant Services, Project Manager, Local Agency and Candidate Consultant meet to discuss project parameters and level of effort required to complete the project. Project Manager uses the PPMS system to assign completion dates for each activity and assign a target completion date for the project.

Information from Consultant

- ! Consultant Services sends Selection Notification Letter to consultant and requests the following information and documentation from the consultant:
- a. Detailed work plans
 - b. Staffing plans
 - c. Work schedules
 - d. QC/QA plan (Preliminary Engineering)
 - e. Cost estimate
 - f. Subconsultant cost estimate
 - g. Insurance with project identified
- ! Consultant Services conveys the cost estimate and the work plan to the Project Manager. The Project Manager compares the ICE with the consultant costs.
- Consultant cost estimates must be within 20 percent of the Project Manager's ICE to proceed with cost negotiations.
 - If cost estimates are not within the 20 percent threshold, the consultant may submit a second cost estimate. If the 20 percent threshold is exceeded again, and a fair and reasonable price cannot be negotiated, Consultant Services may begin negotiations with the next available firm.
 - If cost estimates are within the 20 percent threshold, Consultant Services schedules a final contract cost negotiation meeting.
 - Final negotiated costs must be within 10 percent of the Project Manager's ICE. If negotiated costs are above or below 10 percent of the Project Manager's ICE, the Project Manager must provide written justification of the difference.

Final Contract Negotiation

! The Project Manager, Local Government representatives, and the consultant review the project costs itemized in the contract.

! Finalize and Execute Contract.

- Consultant Services forwards the completed contract to the Consultant and the Local Government for signatures. The contract is returned to Consultant Services for UDOT's approval and signature.
- Signatures by UDOT, Local Government and the Consultant bind all parties to the target completion date set within the STIP year for which funds have been programmed and to a start date set early enough to accomplish the project on time.
- The Cooperative Agreement must be executed, and the R-709 approved by FHWA (when applicable), and the local match secured before UDOT will give the Notice to Proceed.
- All consultant services for or by local governments must comply with State and Federal regulations.

Notice to Proceed

Consultant Services:

- Gives verbal notice and/or confirms by fax or email to the consultant and Project Manager.
- Forwards executed copies of the contract and cooperative agreement to all parties.
- Prepare contract modifications as needed.

! The consultant monitors the project contract for:

- Additional funds due to increase of scope of work or cost overruns.
- Project Time/Contract Time.
- Retainage release.
- Contract closure.

Closing Contracts

Consultant Services:

- Verifies with Local and Project Manager that project is completed.
- Verifies that all payments have been received.
- Obtains final letter from Consultant requesting contract closure.

Local Government Project Responsibilities

UDOT Project Manager:

- Coordinates design reviews to verify mandatory Federal compliance with design standards adopted for Local Government projects.
- Reviews Local Government project designs prepared by consultants to verify that the designs include:
 - Design Study Report
 - Environmental Mitigation Commitments
 - Signatures, stamps, and certifications necessary for AASHTO and environmental compliance (The environmental document must be completed and approved before the project design can proceed.)
- Verifies that all Local Government Plans are biddable.
- Conducts continuous reviews of the scope, schedule, and budget of projects assigned to him/her, and coordinates with Department resource groups for reviewing project quality.
- Reports immediately any deviations from scope, schedule, or budget to the local government agency representative for correction.
- Charges all costs directly allocable to the management of local government projects to the appropriate project.
- Monitors all project charges by UDOT personnel, the Local Government, and the consultant to verify that they are necessary and reasonable.
- Reviews the QC/QA plan.

Local Government Design Engineer:

- Follows the UDOT Design Process Manual on all projects except for projects which the UDOT Project Manager and the Local Government agency agree do not fit the highway construction design process and are specifically exempted.
- Verifies that the consultant has stamped and signed plans, and certifies that the plans meet all applicable AASHTO standards and comply with all environmental regulations.
- Notifies the UDOT Project Manager if a design exception is needed for the project.

Local Government Project Manager:

- Responsible for displaying on the title sheet for all local Government project plans:
 1. The name of the Local Government entity
 2. The names and signatures of the Local Government officials
 3. The stamp and signature of the Consultant Engineer.

Chapter 7

Contracts:

Preparation, Negotiation, Execution, and Modification

If UDOT retains the same consultant to both design and manage the construction of a project, UDOT will prepare separate contracts for design and construction management, and issue two different contract numbers.

Consultants must have supplied the initial financial screening information to Consultant Services and have been selected through a qualification based selection process to be eligible to receive a contract.

Preparation

This section provides base contract guidance for all contracts governed by the Brooks Act.

Information Required from the Consultant

Prior to negotiating a final contract, the consultant must supply specific information and documentation to Consultant Services including:

- Detailed Work Plans
- Staffing Plan
- Work Schedule
- QC/QA Plan
- Insurance information
- Cost proposal, including sub-consultant costs
- Consultant's Federal Identification (ID) Number and Legal Status

Detailed Work Plan - Including information from all subconsultants

The Detailed Work Plan outlines how the consultant will accomplish the work required by UDOT. For more detailed information on building a work plan, refer to the Design Process Manual (available from Consultant Services).

Format for Detail Work Plan

1. Activity Number and Title
2. Purpose
3. Inputs Needed
4. Output Uses
5. Deliverables
6. Approvals necessary for compliance with UDOT requirements.
7. Subtasks

Staffing Plan

The consultant provides certification information and estimated hours for each individual, and estimated total number of hours for each NICET or T3 level. Instructions regarding current NICET information is available on the web site under the “Consultant Services Items Page,” “UDOT Certification Program.” (Location on the web site: Divisions/Engineering, Environmental, and Consultant Services Division/Consultant Services Items Page/UDOT Certification Program).

Consultant Services uses the Proposed Staffing Plan Form to verify that the consultant is complying with UDOT's staffing requirements. Refer to Appendix L for an example of the Proposed Staffing Plan Form.

Work Schedules

The consultant identifies how phases of the contracted work will be completed within the time limits.

QC/QA Plan

The Consultant must describe the firm's plan to ensure quality of the product. A narration of the Consultant firm's quality control and quality assurance plan must be submitted for each specific project.

The Consultant must identify individuals responsible for each quality control and quality assurance activity, as well as the individuals verifying the work on those activities. The individual responsible for quality assurance must not be in the area of design or quality control, ensuring independence from the work product.

Insurance Requirements

The consultant must provide insurance certificates for each project unless it is covered under UDOT's Owner Controlled Insurance Program (OCIP), and submit copies of all insurance coverage already in place. Local Government projects are not covered by OCIP.

Owner Controlled Insurance Program (OCIP)

Under the OCIP, UDOT provides the insurance on the project to protect itself, the Project Manager, the Prime Contractor, and all subcontractors working on a project. UDOT pays for the insurance directly rather than paying insurance costs contractors have included as part of the bid. Contractors include insurance costs in their bids, then remove them by change order when OCIP is in place.

Under OCIP and insurance provision of the contract, UDOT obtains specific insurance coverage for contractors and subcontractors working at the project sites. OCIP does not cover vendors, suppliers, material dealers, truckers or other who furnish property and/or transport materials, parts or equipment on or off the project site. OCIP also does not cover automobiles or contractor's equipment.

Consultant's Minimum Insurance Requirements

The Consultant is required to provide the following minimum coverages on all projects not connected to a project number:

All Contracts

- ! Workers Compensation Insurance with statutory limits for Utah
 - Including Coverage B, Employers Liability
 - \$100,000 limit each accident
 - \$500,000 limit per disease-policy limit
 - \$100,000 limit per disease-each employee.

- ! General Liability and Automobile
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
 - A.M. best rating A-VIII
 - If claims made basis, 3-year tail provision. If a construction contract, a 1-year tail provision applies.

- ! Professional Liability (necessary for all projects except for projects covered by OCIP)
 - \$1,000,000
 - A.M. best rating B-VIII
 - If claims made basis, 3-year tail provision. If a construction contract, a 1-year tail provision applies.

- If Applicable - As determined by Consultant Services and Risk Management.**
- ! Valuable papers and electronic media: Dollar value adequate to reproduce media
- ! Aircraft: \$1,000,000 per occurrence
- ! Owner Controlled Insurance Program (OCIP)
 - The prime consultant is required to enroll in the OCIP program for all UDOT projects (except for Local Government)
 - OCIP provides general and professional insurance coverage
 - Consultant submits insurance certificate for automobile and valuable papers to Consultant Services.

- ! The State Division of Risk Management may accept contracts of less than \$25,000 with less than \$500,000 of Professional Liability Coverage upon submittal of written request from the consultant and approval by UDOT's Risk Management Administrator.

- ! Subconsultant Requirements: The Department holds the prime consultant responsible for all insurance requirements. Sub-consultants are held to the same requirements as the Prime Consultant.

Cost Proposal

- Included in the cost proposal are the consultant's and sub-consultant's estimate of projected project costs.
- Consultants provide and show sub-consultant costs as a direct expense.
- At a minimum, depending on contract type, the Consultant is required to attend the following meetings and may include the cost of attending these meetings in the cost proposal:
 1. Kick-off meeting.
 2. Preconstruction meeting.
 3. Final inspection.
- Required information:
 1. Project number and description.
 2. Costs developed by activity and individual job classification rates.
 3. The labor-hour estimate chart.
 4. The cost estimate breakdown. Include costs for all sub-consultants, direct costs, overhead rates, and fixed fees (if it is a cost plus fixed fee contract).
 5. A detailed listing of the direct expenses anticipated on the project. Include the method of calculation and support.
 6. A listing of the rates used for equipment and other direct expenses, with support for the rate. Include evidence that the firm's actual costs provide the basis for the development of the rates.
- It is the Department's policy regarding consultant direct expenses to reimburse at the state rate for mileage, lodging and per diem.
- The allowability of the costs depends upon the Standards noted in the following regulations:
 - Code of Federal Regulations (CFR) Title 48 - Federal Acquisition Regulations System (FARS)
Part 31 - Contractor Cost Principles and Procedures
 - Applicability - General Section - Subpart 31.1
 - Contracts with Commercial Organizations: Subparts 31.103 and 31.2
 - Contracts with Educational Institutions: Subparts 31.104 and 31.3
 - Construction and Architect-Engineering Contracts: Subparts 31.105 and 31.2
 - Facilities Contracts: Subparts 31.106 and 31.2
 - Contracts with State, Local and Federally recognized Indian Tribal Governments: Subparts 31.107 and 31.6
 - Contracts with Nonprofit Organizations: Subparts 31.108 and 31.7

Contact Consultant Services or UDOT's Office of Internal Audit for answers to specific questions.

Contract Negotiation

UDOT Consultant Services, UDOT Project Manager, Consultant, and if applicable Local Authority meet to negotiate final contract. A UDOT Civil Rights representative, Deputy Construction Engineer, and review representative from the Region Review may also attend the negotiation meeting for Construction Management Contracts.

- Consultant Services sets up the meeting, advises attendees, and conducts the negotiation process.
- If the consultant's cost proposal is 10 percent above or below the Project Manager's independent estimate, a review of the Scope of Work is appropriate. If the scope has been correctly identified, the consultant is required to re-evaluate their submitted hours and costs for negotiating purposes. If after two attempts, the consultant is not within 10 percent of the ICE, the Department may proceed with negotiations with another consultant firm.
- If the consultant's cost proposal is 10 percent above or below the Project Manager's independent estimate and the Project Manager agrees to the difference in costs, the Project Manager must submit to Consultant Services a written justification for accepting their cost proposal.
- Items to Discuss at the negotiation meeting:
 - Scope of Work
 - Consultant's Detailed Work Plan
 - Personnel assigned to the project
 - Project schedule
 - Insurance
 - Project Costs
 - QC/QA Plan
 - Forms needed for project continuation/finalization
 - Duties of the Department or the Local Authority as applicable

Approval of forms and attachments

Refer to example of Contracts in Appendix M.

- The Utah State Attorney General's Office approves Attachments A through E of contract as to form.
- The Utah State Attorney General's Office, FHWA, State Risk Management, UDOT Legal Counsel and UDOT's Office of Internal Audit approve Attachment B, Standard Terms and Conditions, which remains unchanged for all contracts.

Contract Execution

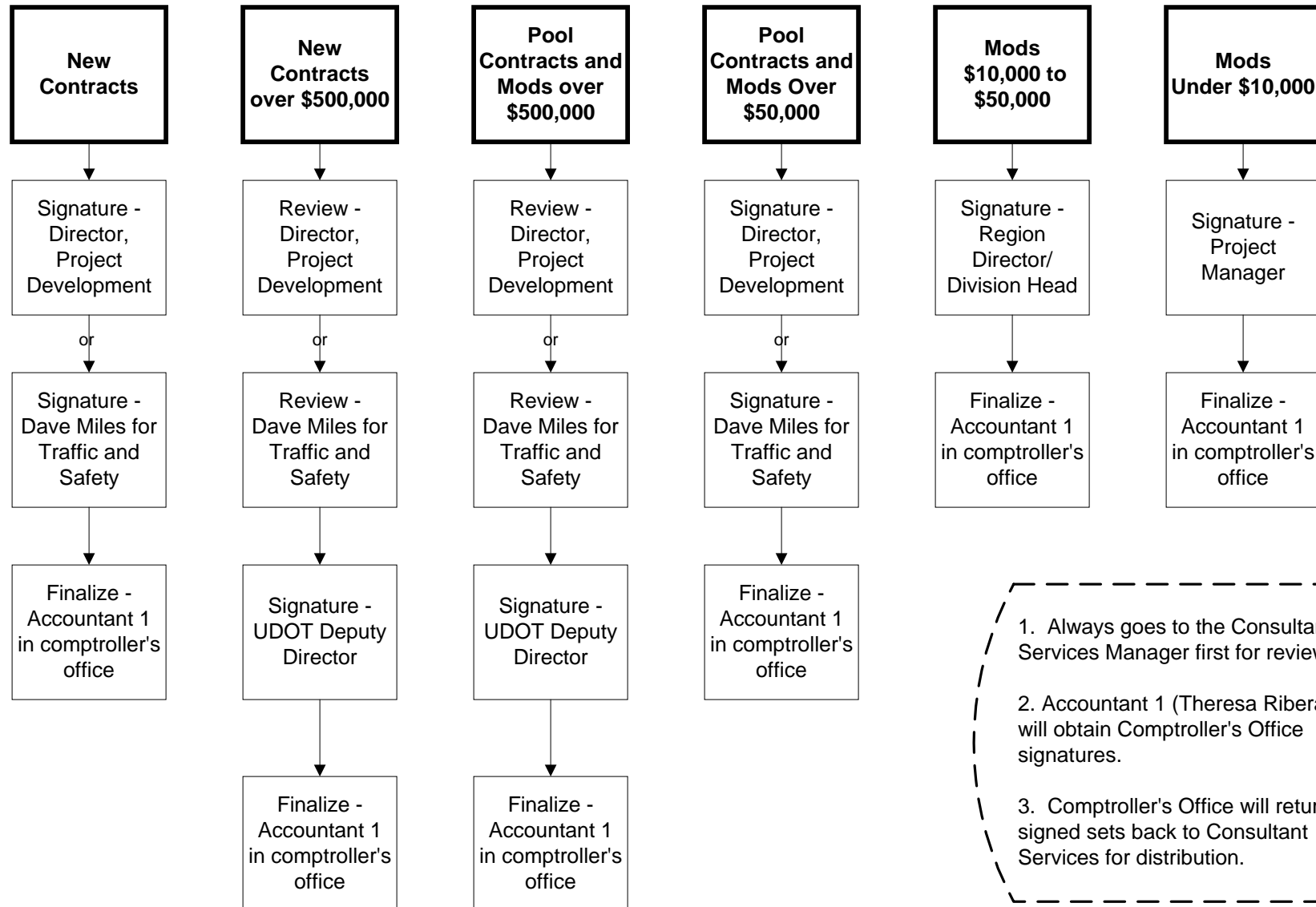
Reviewing and approving:

- Project Manager reviews the QC/QA plan.
- Consultant Services obtains consultant signature.
- Consultant Services obtains Local Authority signature if required.
- Consultant Services prepares routing slip for review and approval from the following:

1. Project Development Director or Operations Engineer or Program Development (For approval if \$500,000 and less, or for review if \$500,000 or more).
2. Deputy Director (For approval if over \$500,000)
3. Comptroller's Office

The following "Routing for Signatures" chart shows specific required signatures.

Routing for Signatures



Authorization to Proceed

Consultant Services issues the Authorization to Proceed Notice to consultant when all funding and signatures have been obtained and work may proceed.

Consultant Services:

- Files approved copy of R-709.
- Submits a new R-709 if funding increase is necessary.
- If Local Government contract - Files the signed Cooperative Agreement.
- Verifies that insurance requirements are met.
- Distributes executed contract to:
 1. Programming (With letter of explanation or justification from the Project Manager if there is a 10 percent difference above or below the original independent cost estimate)
 2. Consultant
 3. Project Manager
 4. Local Authority (if applicable)
 5. FHWA (if applicable)
 6. Comptroller's Office (letter only)
 7. Central Records
 8. File copy

Escrow Accounts

UDOT automatically establishes an escrow account under a contract with its financial institution, and withholds and releases the required retainage in escrow as directed in the contract, unless the consultant expresses a desire to use a different bank. Consultants wishing to establish an escrow account at a different bank must complete the Escrow Agreement Form with both the addendums/appendices and return them to the consultant services accountant in the UDOT comptroller's office.

The escrow account must be established prior to the first payment due date. UDOT will not make the first payment until the escrow account is established.

Kickoff Meeting

The Project Manager organizes the Kickoff Meeting before any work is begun on the project.

- Attending parties:
 - Project Manager and applicable UDOT personnel
 - Consultant's key personnel
 - Local Authority, if required
 - Other Federal, State, and Local Agencies as required
- Parties discuss communication lines and coordination.
- UDOT Project Manager answers questions and clarifies procedures.
- Each party becomes familiar with the responsibilities of all parties during the project.

Contract Modifications

(Including Local Government Contracts)

Project Managers may modify a contract when additional time is required to complete the project, overruns occur, or the scope of the project changes. The possible contract modification types are for

- ! Time (Contract Time Extension Modification, and Project Completion Time Extension)
- ! Money. (Scope Change, Existing Task Overrun, or combination)

- Refer to Appendix N for an example of the Contract Modification Form.

Time Extension Modification

- Complete a “Project Completion Date Extension Order Form” for Project Time expiration. Appendix O.
 - The Contract Expiration Date is one year (six months on Pool contracts) beyond the Project Expiration Date to allow additional time for processing consultant invoices. All work on the project should be completed within the Project Expiration Date time period.
- Follow the appropriate process if both time and money modifications are needed.
- UDOT requires adherence to the following procedure because the termination date on the contract is changing.
 - The Consultant requests an extension of time from the UDOT Project Manager.
 - The Project Manager approves the modification request and submits the request to Consultant Services for preparation. Submit four copies for Local Government contracts.
 - The Consultant and Local Authority (if applicable) sign and return the modification to the Project Manager for signature.
 - The Project Manager sends all signed copies to the Consultant Services Officer who reviews, enters data into CMS, and prepares route slip and forwards to the Comptroller's Office.
 - The Comptroller's Office enters the new date into the ARCM System.
 - The Comptroller's Office keeps one original copy and sends two original copies (three if Local Government contracts) to Consultant Services.
 - Consultant Services keeps an original and sends one original to the Consultant. (One original to Local Authority, if applicable.)

Project Complete Date Extension

Applies only to time extensions for completion of work that does not exceed the original contract time. This process can be accomplished in one to two weeks, and does not require a contract modification.

! The Consultant:

- Prepares the “Project Completion Date Extension Order” form.
- Signs three original copies of the form (four on Local Government projects), and if applicable, has the Local Authority sign the form.
- Forwards all (three or four) original copies of the form to the Project Manager for approval.

! The Project Manager:

- Signs and dates all (three or four) copies, keeps a copy, sends one copy to the Consultant, one copy to Consultant Services, and if applicable, one to the Local Authority.
- If the request is denied, the Project Manager sends all copies back to the Consultant with a letter of explanation.
- Consultant Services updates the Consultant Contract data base.

Requests for changes in Money

Consultants may request changes in money due to changes in:

- Category One - Scope Change. Requesting funding for any task not identified in the original Scope of Work.
- Category Two - Existing Task Overrun. Requesting funding for any overrun on an existing task that is not due to a scope change. Additional fixed fee is not allowed on existing task overrun.
- Combination of Categories One and Two

Local Governments must complete modifications for the cooperative agreement for changes in money.

Category One (Scope Change)

! The Project Manager:

- Submits the request for a Modification to Consultant Services, the Scope of Work, ICE, and R-709.

! The Consultant:

- Provides requested information including task spreadsheet, summary spreadsheet, and cost estimate showing hours and money needed for the new Scope of Work by task and job classification.
 - Spreadsheets show all costs for previous contract modifications and original contracts. Include the amount expended to date.
 - Mandatory on all contract modification requests:
 - Task spreadsheet
 - Summary spreadsheet

- Cost estimate showing hours and money required for new Scope of Work by task and job classification
- Staffing plan (include NICET, or equivalent, information where applicable)
- Project schedule if time extension is requested

Category Two (Existing Task Overrun)

!

The Consultant:

- Prepares a justification statement and provides the requested information.
 - Include a justification statement for any existing task overruns.
 - Include task spreadsheet, summary spreadsheet, and cost estimate that shows hours and money needed for existing task overruns by task and job classification.
 - Spreadsheets show all costs for previous contract modifications and original contract. Include the amount expended to date.
- Submits the justification statement and spreadsheets to the Project Manager with a request for a contract modification.

!

The Project Manager:

- Reviews the request and decides if it is justified and reasonable.
- Renegotiates if necessary until reaching an agreement. A formal independent cost estimate is required.
- Submits the Consultant's request to Consultant Services with a recommended action if an agreement can't be reached.

!

Consultant Services works with the Project Manager and Consultant to resolve any disagreements.

Combination (Scope Change and Existing Task Overrun)

!

The Project Manager and the Functional Manager prepare and send to Consultant Services:

- Scope of Work
- Independent Cost Estimate of hours for new work. (Not needed for the existing task overrun).
- Justification statement giving reason for the contract modification.

!

The Consultant provides to Consultant Services the requested information that includes justification statement for existing task overruns, task spreadsheet, summary spreadsheet, and cost estimate that shows hours and money needed for the new Scope of Work and existing task overruns by task and job classification. Consultant Services forwards the documentation to the Project Manager.

- Consultant prepares spreadsheets to show all costs for previous contract modifications and original contracts. Include the amount expended to date.

- **Mandatory on all contract modification requests:** Consultant prepares task spreadsheet, summary spreadsheet, and cost estimate spreadsheet showing hours and money required for new Scope of Work by task and job classification, staffing plan (include NICET, or equivalent, information where applicable), and project schedule if time extension is requested.

! If an agreement cannot be reached:

- Project Manager submits the Consultant's request to Consultant Services with a recommended action.
- Consultant Services works with the Project Manager and Consultant to resolve the disagreement.

Independent Cost Estimate Process for Modifications

- The Consultant prepares the requested items and submits them to the Project Manager. The staffing plan must include the applicable documentation for certifications, such as NICET certifications.
- The Project Manager prepares ICE.
- The Project Manager reviews the Consultant's information and meets to negotiate with the Consultant.
- The Project Manager:
 - Initiates an R-709 and sends it, including independent estimate, and scope of work to Consultant Services for processing.
 - Submits information to Consultant Services who then forwards a copy to Program Development for filing.
- Program Development verifies that funding is available and that FHWA approved the appropriate authorizations.
- Consultant Services files the package for informational purposes.

Chapter 8

Progress Reports and Invoices

Progress Report Form

Consultants provide project status to the UDOT in the Progress Report of Consultant Services.

Information provided includes:

- Time, work and percent of funds expended to date.
- Detailed progress of work.
- Support for monthly claims for payment.
- Problem areas in the work.
- Refer to Appendices P, Q, and R for examples of a “Progress Report of Consultant Services” form and calculation examples for the form.

UDOT will not make payments to the Consultant without a supporting progress report.

Refer to Section 10 of the “Standard Terms and Conditions” section of the Contract for more details concerning the Progress Report.

Guidelines For Completing the Progress Report

Completing the Progress Report requires calculations for Time, Funds, and Work.

! Calculating Time

Calculate the percent of time used by dividing the number of calendar days since the execution of the Contract by the number of calendar days in the Contract, including time extension, multiplied by 100.

$$\frac{(\text{Calendar Days Used})}{(\text{Contract Calendar Days})} \times 100 = \text{Percent Time Used}$$

! Calculating Funds

Calculate the percent of money used by dividing the funds expended to date by the amount of the Contract, multiplied by 100. Round to the nearest whole number.

$$\frac{(\text{Current Funds Used})}{(\text{Contract Funds})} \times 100 = \text{Percent Money Used}$$

! Calculating Work

Calculate percent of work complete by using a weighted average from the tasks or elements within the Contract.

- Calculate the percent each task or element represents of the entire Contract (C) by dividing the estimated cost of each task by the Contract amount, times 100.

- Estimate the percent of work completed for each task (D) based on work required within the task, not on funds expended in the task.
- Multiply the two percentages together for each task (C x D). Total all tasks to determine percent work complete for the Contract (E).

$$C = \frac{(\text{Estimated Cost of Task B})}{[\text{Contract Amount (Total of B)}]} \times 100$$

$$= \text{Task Percent of Contract}$$

$$D = \text{Estimated Work Complete of Task by Percent}$$

$$E = \frac{(C \times D)}{100} = \text{Contract Work Complete by Percent}$$

Progress Chart and Schedule

The second part of the Progress Report is the Progress Chart and Schedule.

- ! The **Progress Schedule** is a plot of the expected rate of fund expenditures as developed by the Consultant from the proposed schedule of work.
- ! The **Progress Chart** is prepared from the calculated percentages of time, funds, and work.
- ! Appendix P shows the "Progress Report of Consultant Services" form.
 - Briefly describe in the narrative portion of the Progress Report the work accomplished since the last Progress Report.
 - Identify any problem areas that were encountered.
 - Document meetings and key decisions.
 - Describe the complete activities relating to the Contract and discuss each task within the Contract, activities, problems, and estimated percent work complete.
 - Provide an explanation if the percent work complete in a task is significantly lower than the funds expended for the task.
 - Include a brief statement regarding proposed work activities for the following month.

Consultant Monitoring Report

The Project Manager completes the Consulting Monitoring Form and places the form in the Consultant's file for future reference and use. The form provides a consistent, standardized method to document the performance of the Consultant as compared with contract requirements throughout the course of the work, and helps the UDOT Project Manager evaluate the consultant.

Appendix S provides an example of a blank Consultant Monitoring Report.

General Information Section

Provide identifying information about the particular consultant contract and summary information regarding the purpose and results of the contact with the Consultant.

- ! **Means of Contact:** The method of the contact, i.e. site visit, progress meeting, telephone discussion, etc.
- ! **Those Involved:** The names of those involved in the meeting or discussion.
- ! **Objective of Contact/Visit:** Why was the contact made?
- ! **Documents Developed or Observed:** A listing of any documents looked at or developed during the discussion. Show where the documents can be found.
- ! **Results of the Contact/Visit:** Were the objectives met?

Contract Conformance

This section has four areas designed to monitor and verify whether the Consultant is satisfying the requirements of the contract. The Project Manager answers the following questions:

- ! **Personnel**
 - Is the Consultant using the key people identified in the contract?
 - Are NICET, or equivalent, certified people being used where required?
 - Does the Consultant conform with the Non-Discrimination Provisions of the contract?
- ! **Financial**
 - Are expenditures and billings in line with the work being accomplished?
 - Are these expenditures and billings in agreement with the cost proposal contained in the contract?
 - Are funds adequate to complete the work?
- ! **Progress**
 - Is the work on schedule?
 - If the work is behind, will it catch up?
 - Is the Consultant diligent in advancing the project?
 - Is the progress schedule being influenced by action or inaction by the Department?
- ! **Technical**
 - Is the Consultant following the work plan included in the contract?
 - Are there technical problems or difficulties that need to be resolved?
 - Is the Consultant developing output documents that meet the requirements of the contract and the Department?

Evaluation Notes

The Evaluation Notes section is on the back side of the Consultant Monitoring Report Form. Include notes related to the Consultant's performance. There are three subsections; Work Product, Work Process, and General Comments. The Work Process and Work Product with respective sub-elements are identical to those contained on the UDOT Consultant Performance and Evaluation Form (See Appendix I). The comments in these areas provide justification for the ratings actually given on the Evaluation Form.

! Work Product

- Accuracy - Pertaining to Work Product.
- Completeness - Pertaining to Work Product.
- Work Quality - Pertaining to legibility, organization, understandability, etc.
- Conformance with Standards - Demonstration of knowledge of required UDOT Road and Bridge Construction Standard Drawings and Specifications, and conformance with them.

! Work Process

- Cooperation - Willingness to cooperate with UDOT personnel.
- Management - Demonstration of Control of the Project.
- Meeting Schedules - On target to meet project completion date.
- Self Direction - Demonstration of ability to perform with an adequate, but not excessive amount of direction from UDOT personnel.

! General Comments - Use this section for comments regarding any important items that did not fit into other sections of the Monitoring Report.

- The individual completing the procedure signs the document.
- Complete forms as often as necessary to maintain adequate tracking of the Consultant's Work Performance. Use any interval deemed necessary.
- The form may provide the basis at some future date about whether the Consultant's contract should be terminated. The form also plays a role in determining future contract work by the Consultant.
- The form should contain information and identify documents that will support past and future decisions.
- The Project Manager files the completed form for future reference.
- If the evaluation rating is challenged, the form serves as backup for UDOT decisions.

Monthly Activity Status Report

- Refer to Appendix U for an example of the Monthly Activity Status report.
- The consultant completes the report and discusses it with the Project Manager monthly, or as needed.
- Assists the consultant in tracking the progress of each project by activity, applicable dates, and hours expended per activity.
- Consultants report if activities are being completed on time, and if not, where improvements are needed.

Invoices

Consultants submit statements of charges for architectural or engineering services rendered.

Interim Invoices

! General Information

- UDOT uses three methods of payment: Cost plus Fixed Fee, Unit Price, and Lump Sum. UDOT's Request for Qualifications may state the method of payment. If not stated in the Request, the method is usually agreed upon at the time of contract negotiations.
- Consultants prepare and submit invoices that relate to negotiated contract type and amounts.
- Refer to Attachment D to the Contract (Appendix M) for more information on invoices.

Payment Procedure

Contract Payment Types

Cost Plus Fixed Fee

- ! This method is most often used when the **Full or Total** scope of work, complexity and/or duration is indeterminable at the time of negotiations. A Cost plus Fixed Fee reimburses a consultant for all allowable costs related to a contract. The fixed fee covers unallowable costs and provides for a profit by the consultant.
- ! The Consultant discloses in the cost proposal direct labor by employee category and task. The cost proposal also includes overhead additives, direct costs, and the fixed fee. Technical and other documentation is added as needed.
- ! A fee is negotiated and agreed on.
- ! The financial summary clause in the agreement shows the total dollars agreed to. The cost proposal serves as a guide in the expenditure of funds.
- ! When proposing the use of a sub-consultant, consultants should:
 - Attach copies of the sub-consultant's cost proposal.
 - Structure the sub-consultant cost proposal the same way as the prime consultant cost proposal.
 - Show sub-consultant costs as direct costs.
- ! Consultants include a section containing the supporting documentation for detail line item development and justification for direct labor expenses and sub-consultants.

Unit Price Fee

- ! The Unit Price Fee is an appropriate method of payment when both the unit of work to be performed and the cost to perform the work can be defined and supported in advance, but the extent of work and/or the duration is uncertain. Examples of Unit Price Fee work would include miles of centerline, number of right-of-way plots, and yards of borings.
- ! Consultants include profit in the Unit Price when using this method of payment. Break down the summary of costs by unit cost for each task.

- ! The Unit Price cost proposal shows costs as a unit price. The Unit Price for a labor unit would be the hourly rate plus payroll and overhead additives and the fixed fee. Show all other costs at the actual rate or unit cost.
- ! When proposing the use of sub-consultant, consultants should:
 - Attach copies of the sub-consultant's cost proposal.
 - Structure the sub-consultant cost proposal the same way as the prime consultant cost proposal.
 - Show sub-consultant costs as direct costs.
- ! Consultants include a section containing the supporting documentation for detail line item development and justification for direct labor expenses and sub-consultants.

Lump Sum Fee

- ! A Lump Sum Fee shows the total cost to complete a project. This is the most desirable method of payment if the scope of work, complexity, method, and duration for completion is easy to define.
- ! Consultants provide additional cost proposal information when considering factors other than the lowest cost.
- ! UDOT agrees to pay the consultant one fee covering direct costs, indirect costs, and consultant profits when a Lump Sum Fee is negotiated.
- ! A modification may be negotiated in case of a change of service affecting the scope of work for the original contract.
- ! The summary of a Lump Sum cost proposal must be broken down by segments and/or tasks if appropriate.
- ! The financial summary clause in the contract indicates the total dollars agreed to in the final cost proposal.
- ! When proposing the use of sub-consultant, consultants should:
 - Attach copies of the sub-consultant's cost proposal.
 - Structure the sub-consultant cost proposal the same way as the prime consultant cost proposal.
 - Show sub-consultant costs as direct costs.
- ! Include a section containing the supporting documentation for detail line item development and justification for direct labor expenses and sub-consultants.

Consultant Payment Request for Services

- ! Payment requests from consultant will not be processed without a completed Progress Report showing the status of the Contract, documenting work activities during the month.
- ! The tasks identified on the Payment Request must be identical to those contained in the Progress Report and the Contract.
- ! UDOT will not process the payment until the Consultant prepares the Payment Request and the Progress Report, and the Project Manager reviews and approves both.

Payment for Local Government Contracts

- Consultant submits invoices through Local Agency for signature.
- Local Government Agency submits signed invoice to UDOT Project Manager.
- Project Manager submits invoices to UDOT Comptroller's Office for final processing.

! Consultants request payment for consultant services with the Payment Request Form. The request format is a summary to expedite the billing and payment process.

- Submit completed Requests in **triplicate** with **original** signatures to the Project Manager at UDOT. The Project Manager submits the approved payment requests to the Comptroller.
- Include support documentation with the form including process payroll ledgers and an itemized tabulation of direct expenses.
- Keep actual receipts with their records in case expenses need to be verified.

! Refer to Appendices V, W, and X for examples of the Payment Request Form.

- **Percent Work, Percent Time, Percent Billed:** The percentages reported here should be consistent with those given on the progress report and should be current.
- **Task or Item:** Column One is for the task or item number as identified in the Contract or as modified by an approved Contract Modification. These numbers should agree with those included on the Progress Report.
- **Description:** The description contained under Column Two should be consistent with the task descriptions or titles as contained in the Contract for each task or as modified by an approved Contract Modification.
- **Estimated Costs:** Column Three is for the estimated cost for each task as identified in the Contract or as changed by an approved Contract Modification. The total at the bottom of this column should be identical to the maximum amount specified in the Contract or approved modification.
- **Accumulative Amount:**
 - Column Four is the total expended to date in each task. The total at the bottom of the column is the total accumulated expenditure to date for the contract. This total cannot exceed the maximum contract amount without an approved contract modification.
 - Monitor progress payments on a task by task or item by item basis. Payments should not exceed the estimated amount without the authorization of the Department's Project Manager.

! **The Current Month:** The fifth and last column lists the costs for the current month for each item or task. The total at the bottom of this column is the total expenditure for the month.

- ! **Retainage:** The total retainage to date from Column Four and the retainage for the current month in Column Five will be as specified in the contract. This is usually five percent.

- ! **Totals Less Retainage:** The total at the very bottom of Column Four is the total billed to date including the current month, less retainage being withheld. The total at the very bottom of Column Five is the total amount requested for payment in the current month, less retainage.

- ! **Signatures:** The authorized representative for the consultant must sign and date the form. The Project Manager signs and dates the form, after reviewing the Payment Request and the Progress Report, only if satisfied that the billing is correct for the work performed. The UDOT Accountant signs and approves the Payment Request after verifying that funds are available. The Accountant then processes the form for payment.

Chapter 9

Project Completion and Contract Closure

Project completion and contract closure is accomplished with a final invoice, a consultant evaluation, release of escrow retainage, and a post audit.

Final Invoice

The final invoice allows the Consultant to receive final payment, allows release of escrow retainage, and initiates contract closure.

Direct any questions or concerns regarding final payment or retainage release to the Consultant Services Accountant in the Comptroller's Office.

The Controller's office releases the retainage upon receipt of the consultant's final invoice, approving signatures, and final consultant evaluation. Consultant Services closes the contract and, if applicable, submits it to the Office of Internal Audit for post audit.

Consultant Evaluation

The Project Manager and, if applicable, the Local Government evaluate consultant performance at the completion of each contract, or at earlier stages as needed. Evaluations done at the Roadway Plans/Field Review and PS&E Review stages allow the consultant to adjust to contract requirements and UDOT needs, thus helping the consultant meet Department expectations.

The Project Manager completes the Consultant Performance Review and Evaluation Form with the consultant and, if applicable, the Local Government.

Information on the Evaluation is used to:

- Advise the consultant regarding consultant performance. This gives the consultant the opportunity to adjust the work product and effort.
- Adjust the selection factors for consultants on future projects.
- Ban consultants with unacceptable performance from doing further work with the Department for a specified period.
- Terminate a contract when the consultant performs unsatisfactorily and fails to adjust the work product and effort.

UDOT will not release retainage in escrow until the evaluation report is complete.

UDOT Project Managers, other appropriate UDOT personnel, and, if applicable, the Local Governments conduct the consultant evaluations. Other evaluators might include the Functional Manager(s) in a specific area of work.

Finalizing the Consultant Evaluation Form

Refer to Appendix T for an example of the UDOT Consultant Performance Review and Evaluation Form.

The form is designed to allow the Project Manager to choose the discipline areas most applicable to each project for evaluation.

- Section 1: The Project Manager assigns disciplines in the blanks in Individual Key Disciplines.
- Section 2: The assigned disciplines then serve as the corresponding titles of the Key Discipline Ratings area of Section 2. Examples of Individual Key Disciplines include but are not limited to: Structures, Survey, Traffic Control, Landscape, Geotechnical, Hydraulics, Environmental, Sub-utilities, Planning, Materials, Hazard Assessment, Value Engineering, and Right of Way.
- The Project Manager evaluates each Individual Key Discipline (right side of the form) within the “Work Project” and “Work Process” rating categories on a scale from 0 (unacceptable) to 3 (excellent).
- The Project Manager then gives an overall project rating in each category (left side of the form) based on the ratings for Individual Key Disciplines. Definitions for rating categories follow the evaluation grid on page 2 of the form.

The scores for the overall ratings for Work Product (A), Work Process (B), and the Combined Rating (C) are averages of the individual rating from each section. The formulas are included on the form in each section.

- Section 3: The Project Manager lists the consultant team goals and objectives leading the satisfaction of the contract requirements.
- Section 4: The Project Manager lists the results of the goals and objectives, and the consultant reviews the Project Manager comments.
- Section 5: Lists the coaching sessions determined when the goals and objectives are developed. In the following area, the Project Manager provides comments pertaining to the evaluation and the consultant’s work. Comments are particularly important for poor or unacceptable ratings.

Documentation for Consultant Evaluation

Project Managers must document the evaluation ratings for the consultant and consultant work product. Performance documentation includes correspondence with the consultant, internal memorandums, work examples, notes in a day planner or on the documentation form, and progress reports. Include any other item illustrative of the consultant’s work. This documentation provides a defensible basis for ratings given on the consultant evaluation.

Adjustment points for future consultant selections are based on the Consultant Evaluation. Keep consultant accountable items separate from those the consultant has no control over. UDOT driven schedules and UDOT delays are examples of consultant non-controllable items.

If any calculation results in an unacceptable or zero (0) rating, then the combined rating automatically defaults to zero (0) or unacceptable. A final evaluation with unacceptable rating in any discipline is considered as an overall unacceptable rating.

Correction

The Project Manager advises consultants in writing of unsatisfactory performance at early phases of a contract. Consultants are expected to correct the deficiencies before contract completion and final evaluation. Consultant contracts can be terminated if the consultant fails to perform satisfactorily.

Consultant Services reviews evaluations, sends copy of the evaluations to consultants, and enters ratings into Contract Management System as part of selection criteria in evaluating future consultant proposals. Refer to Guidelines for Preparing SOQs, paragraph b. 11. When warranted, Consultant Services gives the consultant a hearing opportunity if they disagree with the rating.

Contract Closure

Closing a contract requires a request for the release of retainage in escrow, submission of final invoice and request for final payment, and a post audit.

Release of Retainage in Escrow

- Project Manager (if Local Government if applicable) verify that the work is completed by consultant and approved by UDOT.
- Project Manager completes the Consultant Evaluation.
- Project Manager requests to close contract or keep the contract open. The request is included with the request for final payment.
- Project Manager send the Consultant Evaluation form and a request for release of retainage to the UDOT Comptroller's Office.

Closing Procedure and Post Audit

- The Project Manager and the consultant submit the invoice for final payment with all necessary signatures to the UDOT Comptroller's office. The submittal of the request for final payment verifies that all work is completed and all payments have been received.
- Comptroller's Office:
 - Notifies Consultant Services to update the Contract Management System according to their instructions and normal closing procedures.
 - Requests the post audit from the Office of Internal Audit for contracts of \$50,000 or greater.
 - Notifies Consultant Services that post audit has been requested.

- Consultant Services:
 - Updates the Contract Management System according to closure instructions.
 - Receives a copy of the audit report and sends it and recommended actions to the consultant.
 - Files paperwork as appropriate, keeping files at the Complex for **five** years. After five years, sends the files to the archives to be stored for **two** additional years. At the end of the last two years, the files are destroyed.

Post Audit Report

The Department completes a Post Audit Report after the contract is completed. The Report requires verification that billing during the contract period was in accordance with the contract and government regulations. The Office of Internal Audit conducts the audit to determine the allowable costs incurred by the Consultant, which then allows the financial closure of the contract.

Consultant Services Contracts

Over \$250,000 including anticipated future contract modifications for phased contracts:

! Conduct Post Audits except for Lump Sum Contracts.

\$50,000 to \$250,000 including anticipated future contract modifications for phased contracts:

! Conduct Post Audits as requested by the Comptroller's Office, Project Manager, Consultant Services, the Office of Internal Audit, or the Consultant.

! Do not conduct Post Audits on Lump Sum Contracts or contracts less than \$50,000.

Less than \$20,000 (Small purchase procedures)

! Post Audits are not required.

Sole Source

Over \$250,000

! Conduct Post Audit

Less than \$250,000 and greater than \$50,000

! Conduct Post Audits as requested by the Comptroller's Office, the Project Manager, Consultant Services, the Office of Internal Audit, or the Consultant.

Less than \$50,000

! Conduct Post Audits except for Lump Sum Contracts or contracts that are less than \$50,000.

Emergency Procurement

! New contracts exceeding \$50,000 require a Post Audit.

Local Government Consultant Service Contract

\$20,000 (Small purchase procedures)

! Post Audits are not required.

\$50,000 to \$250,000 including anticipated future contract modifications for phased contracts.

! Conduct Post Audits as requested by the Comptroller's Office, Project Manager, Local Government Project Engineer, the Local Authority, Consultant Services, the Office of Internal Audit, or the Consultant.

! Conduct Post Audits except for Lump Sum Contracts or contracts less than \$50,000.

Over \$250,000 including anticipated future contract modifications for phased contracts.

! Conduct Post Audits except for Lump Sum Contracts.

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Appendix:

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Appendix A

Pre-award UDOT Consultant Project Manager Responsibility Matrix

		PE/CE (*) Projects	Local Gov't PE Projects	Local Gov't CE Projects
Approval to Obtain Consultants	Prepare form "Request for Approval to Obtain Consultant Services."	✓		
	Obtain necessary signatures and submit approved form to Consultant Services.	✓		
P r e A w a r d	Prepare Scope of Services (description of work to be done). Divide into phases as necessary.	✓	Assist Local Authority	Assist Local Authority
	Prepare Independent Estimate (hours only, per task and job classification). Sign and date estimate.	✓	Assist Local Authority	Assist Local Authority
	Submit Scope of Services and Independent Estimate to Consultant Services.	✓	✓	✓
	Prepare draft of RFP. Submit to Consultant Services.	✓	Assist Local Authority	Assist Local Authority
	Assist in determining selection board members.	✓		
	Participate in scoping meeting to refine RFP. Recommend one or two step process.	✓	✓	✓
	Respond to technical questions regarding proposals.	✓	Optional	Optional
	Serve on selection board.	✓	Optional	Optional
	Review Consultant's cost proposal. Compare with Independent estimate. Make recommendations for negotiation.	✓	✓	✓
	Participate in negotiating meeting.	✓	✓	✓

* = Preconstruction Engineering CE = Construction Engineering

Appendix B

Post-Award UDOT Consultant Project Manager Responsibility Matrix

		PE/CE (*) Projects	Local Gov't PE Projects	Local Gov't CE Projects
P O S T A W A R D	Ensure no work is done or costs incurred until notice to proceed is given.	✓	✓	✓
	Conduct kick-off meeting. Invite Department and Consultant people involved in the project. Discuss communication lines and coordination. Answer questions. Become familiar with who will be doing what.	✓	✓	✓
	Act as primary UDOT contact for the Consultant.	✓	✓	✓
	Respond to technical questions.	✓	✓	✓
	Become familiar with contract clauses.	✓	✓	✓
	Treat Consultant as extension of staff.	✓	✓	✓
	Ensure Consultant has updated standards and specifications and is conforming with them.	✓	✓	✓
	Perform level of control necessary as identified in Assignment Order (See Change Letter No. 57, Aug 7, 1986).			✓
	Have contact with Consultant (review work process and product) at least weekly, more if needed. Document interaction.	✓	Review Interval May Vary	Review Interval May Vary
	Ensure Consultant is in compliance with contract equal employment opportunity provisions.	✓	✓	✓
	Review monthly progress reports. Monitor time, money, percent spent according to budget.	✓	✓	✓
	Ensure accuracy of bills, compare work with expenditures. Establish controls to prevent excess payment.	✓	✓	✓
	Submit approved bills to Consultant Services.	✓	✓	✓
	Notify Local Government when it appears that 15% of estimated construction cost will be exceeded.			✓
	Monitor certification requirements.	✓	✓	✓
	If contract modification becomes necessary, follow instructions, "Contract Modification Process."	✓	✓	✓
	Ensure no work is done or costs incurred under contract modification before notice to proceed is issued.	✓	✓	✓
	Review completed work and, if satisfactory, recommend acceptance.	✓	✓	✓
	Notify Consultant Services when terms of contract have been completed. Indicate final invoice on cover letter. Request closure.	✓	✓	✓
	Evaluate performance and work product.	✓	✓	✓
	If Design Consultant is to be used for construction engineering, the Department's Design Project Manager is responsible to ensure orderly transfer of authority to the Department's Construction Project Manager.	✓	✓	

* PE = Preconstruction Engineering CE = Construction Engineering



State of Utah

DEPARTMENT OF TRANSPORTATION

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James G. Larkin
Hal M. Clyde
Dan R. Eastman
Stephen M. Bodily
Jan C. Wells
Bevan K. Wilson

Appendix C

April 2001

Dear Consultant:

I would like to take this opportunity to thank you for your interest in providing consultant services for the Department. Enclosed is information explaining our **prequalification** process, selection process, and access to information.

A Consultant must be **prequalified** to work on UDOT projects. To become prequalified, fill out the enclosed information and submit it to us. Please include your **Federal I.D.** number and a copy of your **W-9 Tax Form**. We will notify you when we receive your information, and you will be notified of the results of your prequalification. A master list of all consultants prequalified is available on the web site.

Being on the **prequalified** list does not mean you will be used on projects without going through the standard selection process.

The Department uses Consultants to supplement its design and construction efforts to meet schedules. We follow established procedures to select all Consultants, all of whom must be selected by a Competitive Bid Process, Request For Qualification and/or Request For Proposal.

In addition to project specific contracts, the Department maintains a pool of Consultants who have completed the prequalification process to work on small purchase (\$250,000) contracts for the Department and/or Local Government.

The Department selects a new General Engineering Services and Local Government Pool Contracts Pool every two years through its normal Request for Qualifications (RFQ) process. In order to become part of the pool, you must respond to the RFQ and be selected as a pool participant by a qualified UDOT Review Team. Other RFQ Pools may be

If you have any questions please call me at (801) 965-4427.

Sincerely,

Marie Walton
Consultant Services Manager

PREQUALIFICATION PROCESS

The Department requires that Consultants interested in working for UDOT be **prequalified** on a yearly basis. The **prequalification** is the first of two steps in being selected to work on UDOT projects. To become prequalified you must submit:

1. Prequalification Form
2. Preaudit Questionnaire
3. Overhead rate development schedule
4. Certified copy of an audit report or a letter from a Certified Public Accountant, certifying that the Consultant meets UDOT's **prequalification** requirements (example letter).

To contract for projects over \$250,000.00, an independent audit report is required. Failure to respond in a timely manner to requests for additional information may disqualify the Consultant for **prequalification**.

If you are interested in being **prequalified**, please complete all of the **prequalification** forms found in the Consultant Services Manual of Instructions Appendix and submit them to:

**UDOT
CONSULTANT SERVICES ACCOUNTANT
4501 SOUTH 2700 WEST - 4TH FLOOR
BOX 148490
SALT LAKE CITY, UT 84114-8490**

On a yearly basis, the Department will notify those Consultants on its **prequalification** list of the expiration date of their prequalification at that time the Consultant has three options:

1. Request in writing that their name be removed from the list if they do not want to work for UDOT.
2. Request in writing that the Department extend their prequalification date an additional year if they agree with the information on file.
3. If the Consultant overhead rate, wages, and other items have changed, submit a new prequalification packet for review by the Department.

The original **prequalification** information may be extended an additional year from the expiration date of the original approval using the process stated above. After that time, the Consultant must submit new prequalification information to continue to be prequalified.

SELECTION PROCESS

The Department uses Consultants to supplement its design and construction efforts to meet its schedule. It has set up the following procedure to select Consultants to aid in its design and construction needs. All Consultants must be selected by a competitive bid process, RFQ and/or RFP.

Consultant Pool

This is a pool of Consultants who have completed the qualifications process to work on small purchase contracts for the Department and/or Local Government. The Department selects a new pool every two years through its normal Request for Qualifications (RFQ) process. In order to become part of the pool, you must respond to the RFQ.

Request for Qualifications

The Department uses a qualification-based selection procedure to select Consultants for the pool and for other projects. This is a two-step process. The first step is short-listing from the Statement of Qualifications (SOQ) submitted by the Consultants. The second step is an interview by the Selection Board.

Local Government Projects

The Department is the management agency for the federal funds for local government projects. The local government agencies can select Consultants from three sources: the Consultant pool, the RFQ process, and the Engineer of Record. The local agency submits a request to UDOT for consultant services and provides information on how they have selected the Consultant.

Appendix C2

April 2001

Dear Consultant:

I would like to take this opportunity to thank you for your interest in providing consultant services for the Department. Enclosed is information explaining our **prequalification** process, selection process, and access to information.

A Consultant must be **prequalified** to work on UDOT projects. To become prequalified, fill out the enclosed information and submit it to us. Please include your **Federal I.D.** number and a copy of your **W-9 Tax Form**. We will notify you when we receive your information, and you will be notified of the results of your prequalification. A master list of all consultants prequalified is available on the web site.

Being on the **prequalified** list does not mean you will be used on projects without going through the standard selection process.

The Department uses Consultants to supplement its design and construction efforts to meet schedules. We follow established procedures to select all Consultants, all of whom must be selected by a Competitive Bid Process, Request For Qualification and/or Request For Proposal.

In addition to project specific contracts, the Department maintains a pool of Consultants who have completed the prequalification process to work on small purchase (\$250,000) contracts for the Department and/or Local Government.

The Department selects a new General Engineering Services and Local Government Pool Contracts Pool every two years through its normal Request for Qualifications (RFQ) process. In order to become part of the pool, you must respond to the RFQ and be selected as a pool participant by a qualified UDOT Review Team. Other RFQ Pools may be

If you have any questions please contact me at (801) 965-4427, Fax 965-4796, or email me at mwalton@dot.state.ut.us.

Sincerely,

Marie Walton
Consultant Services Manager

CONSULTANT SERVICES
4TH FLOOR, CALVIN RAMPTON BLDG.
4501 SOUTH 2700 WEST
SALT LAKE CITY, UT 84114

CONSULTANT SERVICES Prequalification Form

DATE: _____

NAME: _____

ADDRESS: _____

Street

City

State

Zip

MAILING ADDRESS IF DIFFERENT: _____

E-MAIL ADDRESS: _____

TELEPHONE: _____ FAX NO: _____

FEDERAL I.D.: _____ (PLEASE SUBMIT COPY: W-9 TAX FORM)

CONTACT PERSON: _____

(Name)

(Title)

Types of Services (Please check the box if you provide the service.)

- | | | |
|---|--|---|
| <input type="checkbox"/> Aerial Mapping | <input type="checkbox"/> Hydraulics | <input type="checkbox"/> Right of Way |
| <input type="checkbox"/> Archaeological | <input type="checkbox"/> Hazardous Materials | <input type="checkbox"/> Safety Inspection |
| <input type="checkbox"/> Architectural | <input type="checkbox"/> Landscape/Architect | <input type="checkbox"/> Soft Excavation |
| <input type="checkbox"/> Biological | <input type="checkbox"/> Materials Testing | <input type="checkbox"/> Structural |
| <input type="checkbox"/> Construction Inspection | <input type="checkbox"/> Pavement Design | <input type="checkbox"/> Subsurface Engineering |
| <input type="checkbox"/> Construction Management | <input type="checkbox"/> Pile Driving | <input type="checkbox"/> Surveying |
| <input type="checkbox"/> Deflectometer | <input type="checkbox"/> Planning & Programming | <input type="checkbox"/> Traffic Control |
| <input type="checkbox"/> Environmental Clearances | <input type="checkbox"/> Port of Entry | <input type="checkbox"/> Traffic Signals |
| <input type="checkbox"/> Geometrics | <input type="checkbox"/> Precast Concrete & Structural Steel | <input type="checkbox"/> Utility Inspection |
| <input type="checkbox"/> Geotechnical | <input type="checkbox"/> Preliminary Engineering | <input type="checkbox"/> Value Engineering |
| <input type="checkbox"/> Global Positioning | <input type="checkbox"/> Research Services | <input type="checkbox"/> Wetland |
| <input type="checkbox"/> Highway Lighting | <input type="checkbox"/> Rest Areas | <input type="checkbox"/> Other |

INSURANCE

Please fill in the amounts as applicable:

INSURANCE	COVERAGE PER OCCURRENCE	NOT CURRENTLY IN PLACE BUT \$ OBTAINABLE FOR SPECIFIC CONTRACT
General Liability & Auto		
Professional Liability		
Valuable Papers & Electronic Media		
Aircraft		

Age of Firm _____

Average number of employees over last 5 years _____

Education, Training and Qualifications Key Personnel

Name

Qualifications

List 5 clients who may be contacted including 2 of which services were rendered within the last year reflecting project experience and technical capabilities related to designated types of services:

	Type of Service	Project Name & Location	Owner Name Address & Phone	Cost of Work (In \$1,000's)
1				
2				
3				
4				
5				

Appendix E

Utah Department of Transportation

MEMORANDUM

DATE: April 2001

TO: All Consultants

FROM: Marie Walton
Consultant Services Manager

SUBJECT: Financial Screening (Prequalification) Requirements

As of July 1, 1995, UDOT requires Consultants to **prequalify** annually and provide the required information, certifying that:

- 1) The firm has an accounting system that will accumulate, allocate, and segregate reasonable and allowable costs in accordance with the Federal Acquisition Regulations (FAR)-48CFR and any UDOT Administrative Rules.
- 2) The firm's indirect cost rates (labor additives, overhead, etc.) have been developed in accordance with the FAR (48CFR) Part 31 and any UDOT Administrative Rules.
- 3) All related party transactions have been disclosed and handled in the firm's accounting records in accordance with the FAR regulations.
- 4) All costs are handled in a consistent manner regardless of the type of contract and whether or not the costs are directly billable to a particular contract.

A copy of the Federal Acquisition Regulation can be obtained by writing the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

Please note additional information is required with the **prequalification** form. In order for your application for **prequalification** to be accepted you must include the four items mentioned earlier in this correspondence.

If you have any questions, please call me at (801) 594-6223. Consultant Services information can now be accessed through the Internet. UDOT's home page is located at <http://www.dot.state.ut.us>.

Thank you for your interest in UDOT's Consultant Program

Appendix F

Prequalification Questionnaire

CONSULTANT INFORMATION	
FIRM NAME:	
ADDRESS:	
CITY/STATE/ZIP	
PHONE:	
FAX:	
CONTACT PERSON:	
CONTACT PHONE:	
CONTACT EMAIL:	

KEY OFFICIALS	TITLE	PHONE	EMAIL / FAX

General Information

1. Describe and attach firm's standard chart of accounts.
2. Describe firm's cost accounting segregate system and by whom it is done.
3. Describe how the firm's project billings are prepared and by whom.
4. Describe how firm's financial statements are prepared. If prepared by a Certified Public Accountant, please attach the most recent copy. If not, please attach a copy of the most recent company prepared financial statements.
5. Please list all related parties the firm does this type of contract of work with and highlight any work currently underway.
6. Please identify Owner, Manager or other key personnel who are responsibility for meeting governmental and regulatory requirements.
7. Please identify firm's accounting personnel has the background, education, and experience appropriate for their duties.

Labor

1. Please identify firm's time sheet or method used for logging hours worked (for all relevant employees, management, and owner). Method must depict project-related hours and non-billable hours.
2. Please identify how the above time sheet and/or other method of logging hours is reviewed and approved by the employee's supervisor.
3. Please identify how the firm recovers and/or bill's costs associated with non-billable labor.
4. Please identify how the hourly rate salaried employees for this project was developed. Show the annual salary and hours worked for each salaried employee that will bill time to a UDOT project.

Additives

1. Please identify (if applicable) firm's established employee leave program and indicate how many days can be taken as sick, holiday, and vacation during the year for each relevant employee. If time is charged to projects during this leave time please identify when and how much.
2. Please identify how does the firm recovers and/or bill's costs associated with vacation, sick, holiday leave, and other paid benefits.
3. Please indicate which costs from your financial statements are included in the overhead rate. Attach a detailed schedule that describes associated costs and shows the amount. Justify higher than normal costs at the bottom of the page.
4. Please identify any overhead rates that are billed as a direct cost. Show an example of how these costs are billed.

Equipment and Direct Charges

1. Please identify the firm's method or records showing equipment usage and other direct charges which segregate usage by project?
2. Please identify how firm's rates are determined for billing company owned equipment and/or other company services.
3. Please identify if direct costs, to be billed to UDOT, are the firm's actual cost or at actual cost plus an additive. Please detail all cost plus additives.

Overhead Rates

1. Please identify direct labor dollar rates which need to be negotiated and established for contracting with UDOT:

Direct Labor Overhead Additive Rate	General and Administrative Overhead Rate

Certification

I certify that all questions answered and items submitted to Consultant Services are true to the best of my knowledge.

Signature	Owner/Designee Please Print	Date

SIGNATURE	ACCOUNTANT/DESIGNEE Please Print	DATE

Appendix G

Certifying Sample Letter

Certified Public Accountant

Date:

Heading:

Dear Consultant Services Accountant:

We have examined the following assertion made by the management of _____ for the year ended _____.

Our examination was made in accordance with standards established by the American Institute of Certified Public Accountants and, accordingly, included such procedures as we considered necessary under the circumstances.

In our opinion, the assertion referred to above presents the prequalification condition of _____ for the period ending _____ in accordance with the requirements set forth below by the Utah Department of Transportation in their memorandum dated November 1, 1996:

1. The firm has an accounting system that will accumulate, allocate, and segregate reasonable and allowable costs in accordance with the Federal Acquisition Regulations (FAR).
2. The firm's overhead and fringe rates have been developed in accordance with FAR Title 48 Part 31.
3. All related party transactions have been disclosed.
4. All costs are handled in a consistent manner regardless of the type of contract and whether or not the costs are directly billable to a particular contract.

Sincerely,

Independent Accountant
Appropriate Information

Appendix H

Availability of Key Personnel

Name	Percent Committed to Other Projects	Percent Committed to Corporate	Percent Available for This Project

Appendix I

Job Classification Samples

Independent Cost Estimate Preparation

Preconstruction Engineering		
Principal	Laboratory Supervisor	Senior Reliability Engineer
Project Manager	Laboratory Assistant	Environmental Engineer
Project Engineer	Clerical	Chemical Engr/System Analyst
Draftsman	Word Processing Supervisor	Systems Engineer
Draftsman/Designer	Word Processor	Geometrics Engineer
Designer	Full Charge Bookkeeper	Geotechnical Engineer
Computer Aided Design (CAD) Draftsman	Data Collector	Geographer
Engineering Tech. IV	Information Systems Analyst	Illustrator/Geometrics
Engineering Tech. III	Technical Writer	Mathematician/Statistician
Engineering Tech. II	Programmer	Architect
Engineering Technician	Editor/Librarian	Logistician
CAD Technician	Proofreader	Statistician
Technician	Editor	Administrative/Purchasing
Computer Technician	Report Analyst	Administrative Assistant
Configuration Management Tech.	Civil Engineer	EIT
Calibration Technician	Electrical Engineer	Inspector
Field Technician	Reviewer	Insp/Surveys
Mechanical Technician	Materials Engineer	Reg. Land Surveyor/Manager
Environmental Technician	Traffic Engineer	Survey Crew Chief
Lab Technician	Design Engineer	Surveyor
Laboratory Supervisor	Staff Engineer	Rights-of-Way
Materials Technician	Field Engineer	Planner
Party Chief (Survey)	Safety Engineer	

Sample Job Classifications

Independent Cost Estimate Preparation

Construction Engineering	Landscape Architect	Geotechnical Engineering
Project Engineer	Architectural Design	Principle Engineer
Field Engineer	Sr. Planner/Landscape Architect	Senior Engineer
Project Manager	Planner/Landscape Architect	Project Engineer/Geologist
Senior Environmental Engineer	Principal/Project Manager	Staff Engineer/Geologist
Staff Engineer 1	Planner/Draftsman	Lead/Supervising Engineer
Staff Engineer 2	Clerical/Bookkeeping	Driller
Junior Engineer	Clerical/Word processing	Driller Assistant
Resident Engineer	Clerical/Secretarial	Laboratory Engr. Tech.
Inspector	Principal/Engineer	Drafting & Secretary
Lab Technician	Design Engineer	Design
Materials Inspector	Revegetation Specialists	Technician
Weighman	Draftsman	Support Personnel
Party Chief		Field Engineer/Drafter
Gunman		Engineering Intern
Chairman		Word Processor
Rodman		
Instrumentman		
Clerical		
Technician		
Cartographer		
Editorial		
Office Technician		
Draftsman		

Appendix J

PM-440D
PAGE 1

UDOT PRECONSTRUCTION PROGRAM MANAGEMENT SYSTEM INDEPENDENT COST ESTIMATE PPMS CPM SCHEDULE

05/25/00
10:33:06
SR26S

PIN:### XXXX YYYYYY ZZZZZZZZ
ESTIMATE NO: 1

ACTIVITY CODE AND NAME	DURATION		HOURS	OVERHEAD AT 150 %	LABOR + OVERHEAD	10 % DIRECT COST	8 % FIXED COST	LUMP SUM PER TASK
	DAYS	M-CAL						
C01 SELECT CONCEPT TEAM	5	CAL	20	0.00	0.00	0.00	0.00	0.00
C05 CONDUCT PRELIM ENVIR RVIEW	30	CAL	20	0.00	0.00	0.00	0.00	0.00
C10 DEVELOP CONCEPT PLANS	5	CAL	16	0.00	0.00	0.00	0.00	0.00
C15 IDENTIFY LAND OWNERSHIP	5	CAL	16	0.00	0.00	0.00	0.00	0.00
C20 INVENTORY ROWAY CONDITIONS	13	CAL	48	0.00	0.00	0.00	0.00	0.00
C35 CONDUCT CONCEPT MTG/DEV REPT	0	L-IMP	80	0.00	0.00	0.00	0.00	0.00
D01 OBTAIN CONSULTANT SERVICE	0	L-IMP	20	0.00	0.00	0.00	0.00	0.00
D02 DEV MAPPING & TOPOGRAPHY	40	ORIDE	120	6,039.60	10,066.00	1,006.60	805.28	11,877.88
D03 INIT NEPA SCOPING PROCESS	50	ORIDE	130	0.00	0.00	0.00	0.00	0.00
D04 PROJ TEAM & KICKOFF MTG	10	ORIDE	110	576.30	960.50	96.05	76.84	1,133.39
D07 CONDUCT VALUE ENGINEERING	10	ORIDE	400	1,383.12	2,305.20	230.52	184.41	2,720.13
D10 SCOPING MTG/DRAFT DSR	22	CAL	122	5,204.61	8,674.35	867.43	693.94	10,235.72
D13 DEV INIT ALIGN/STAKE CNTRL	50	ORIDE	200	879.66	1,466.10	146.61	117.28	1,729.99
D16 OBTN EXIST RR/UTL INFO	20	ORIDE	30	230.52	384.20	38.42	30.73	453.35
D19 DEV RIGHT-OF-WAY PLANS	25	CAL	143	0.00	0.00	0.00	0.00	0.00
D25 PREP DRAFT ENVIRONMENT DOC	92	CAL	173	7,100.32	11,833.87	1,183.38	946.70	13,963.95
D28 DEVELOP PAVEMENT DESIGN	20	ORIDE	100	0.00	0.00	0.00	0.00	0.00
D31 PREP/REQST DESIGN EXCEPT	5	CAL	20	967.80	1,613.00	161.30	129.04	1,903.34
D34 DEV INITIAL ROADWAY PLANS	62	CAL	695	21,588.60	35,981.00	3,598.10	2,878.48	42,457.58
D40 DEV INIT LANDSCAPE PLANS	24	CAL	106	4,066.35	6,777.25	677.72	542.18	7,997.15
D43 DEV INIT SIGNAL/LIGHT PLANS	16	CAL	100	4,059.60	6,766.00	676.60	541.28	7,983.88
D46 ESTAB UTIL/RR LOCATIONS	7	CAL	18	1,037.34	1,728.90	172.89	138.31	2,040.10
D49 DEV STRUCTS SITUAT/LAYOUT	30	CAL	240	0.00	0.00	0.00	0.00	0.00
D52 DEV UTILITY & RR PLANS	10	CAL	18	1,037.34	1,728.90	172.89	138.31	2,040.10
D55 REVIEW ROADWAY PLANS	5	CAL	11	0.00	0.00	0.00	0.00	0.00
D56 REV MAJ STR SITUAT & LAY	4	CAL	24	0.00	0.00	0.00	0.00	0.00
D61 PREP 404/DSCHG/ALTER PERM	40	CAL	16	604.47	1,007.45	100.74	80.59	1,188.78
D64 PREP/HOLD PUBLIC HEARING	80	ORIDE	450	19,892.25	33,153.75	3,315.37	2,652.30	39,121.42
D67 PREP FINAL ENVIRONMENT DOC	15	CAL	8	382.56	637.60	63.76	51.00	752.36
D70 REVIEW LANDSCAPE PLANS	8	CAL	32	0.00	0.00	0.00	0.00	0.00
D73 REV SIGNAL/LIGHTING PLANS	2	CAL	12	0.00	0.00	0.00	0.00	0.00
D76 COND UTIL/RR FIELD REVIEW	13	CAL	16	922.08	1,536.80	153.68	122.94	1,813.42
D82 OBTN FNL 404/DISCHG PERMT	20	ORIDE	4	0.00	0.00	0.00	0.00	0.00
D85 COND INIT STR SOIL INVEST	10	CAL	173	0.00	0.00	0.00	0.00	0.00
D86 FINAL STRUCT SOIL INVEST	10	CAL	230	0.00	0.00	0.00	0.00	0.00
D87 INIT STRUCT SOIL TESTING	15	CAL	131	0.00	0.00	0.00	0.00	0.00
D88 FINLIZE DESIGN STUDY REPT	10	CAL	32	1,844.16	3,073.60	307.36	245.88	3,626.84
D91 FNLZ LANDSCP MITIGAT PLAN	40	CAL	130	3,636.30	6,060.50	606.05	484.84	7,151.39
D94 CONDUCT DSR REVIEW	13	CAL	56	0.00	0.00	0.00	0.00	0.00
D97 COND FIN STR SOIL TESTING	13	CAL	150	1,743.00	2,905.00	290.50	232.40	3,427.90
D98 DEV STRUCT GEOTECH DESIGN	46	CAL	288	6,460.80	10,768.00	1,076.80	861.44	12,706.24
D99 REV & APPROV GEOTECH REPT	2	CAL	2	0.00	0.00	0.00	0.00	0.00
P05 FNL NEW STRUCT DES/PKG PLN	100	CAL	1640	0.00	0.00	0.00	0.00	0.00
P07 FINAL NEW STRUCT WALL PKG	22	CAL	26	1,561.17	2,601.95	260.19	208.15	3,070.29
P20 FINALIZE ROADWAY PLANS	18	CAL	160	5,071.50	8,452.50	845.25	676.20	9,973.95
P25 FINALIZE LANDSCAPE PLANS	21	CAL	134	5,157.00	8,595.00	859.50	687.60	10,142.10
P30 FNLZ SIGNAL/LIGHTING PLANS	14	CAL	116	4,357.71	7,262.85	726.28	581.02	8,570.15
P33 REVIEW STRUCTURE PLANS	12	CAL	74	0.00	0.00	0.00	0.00	0.00
P35 PREP RR/UTILITY AGREEMENTS	76	CAL	116	0.00	0.00	0.00	0.00	0.00
P37 PREP SIG/LIGHT AGREEMENTS	2	CAL	40	0.00	0.00	0.00	0.00	0.00
P40 CONDUCT FINAL R/W REVIEW	2	CAL	9	0.00	0.00	0.00	0.00	0.00
P45 CONFORMITY REVIEW R/W PKG	2	CAL	8	0.00	0.00	0.00	0.00	0.00
P55 MAKE R/W APPRAISALS	6	CAL	48	0.00	0.00	0.00	0.00	0.00
P57 APPRAISE R/W (CONSULTANT)	9	CAL	60	0.00	0.00	0.00	0.00	0.00
P60 ACQUIRE R/W	39	CAL	18	0.00	0.00	0.00	0.00	0.00
P62 ACQUIRE R/W (CONSULTANT)	24	CAL	57	0.00	0.00	0.00	0.00	0.00
P70 ASSEMBLE PS & E PACKAGE	10	CAL	16	922.08	1,536.80	153.68	122.94	1,813.42
P75 PREPARE FOR PS & E REVIEW	15	CAL	32	0.00	0.00	0.00	0.00	0.00
P80 MAKE PS & E REVIEWS/ADDNS	5	CAL	75	2,565.75	4,276.25	427.62	342.10	5,045.97
P85 ASSEMBLE FINAL PLAN SET	5	CAL	14	0.00	0.00	0.00	0.00	0.00

UDOT PRECONSTRUCTION PROGRAM MANAGEMENT SYSTEM INDEPENDENT COST ESTIMATE PPMS CPM SCHEDULE

05/25/00
10:33:06
SR26S

PIN:### XXXX YYYYYY ZZZZZZZZ
ESTIMATE NO: 1

ACTIVITY CODE AND NAME	DURATION		HOURS	OVERHEAD	LABOR +	10 %	8 %	LUMP SUM
	DAYS	M-CAL		AT 150 %	OVERHEAD	DIRECT COST	FIXED COST	PER TASK
TOTAL LABOR				72,861.33				
OVERHEAD @ 150%				109,291.99				
LABOR + OVER + SUM				182,153.32				
10% DIRECT COST				18,215.33				
8% FIXED COST				14,572.26				
TOTAL LUMP SUM				.00				
GRAND TOTAL				214,940.91				

Standard Request for Qualifications

for

Project No.?

Description?

Date?

UTAH DEPARTMENT OF TRANSPORTATION

Standard Request for Qualifications Summary Sheet

1. Project Number: ?
2. Location: ?
3. Requested Services: ?
4. Sources of Funding: ?
5. Project Administrator: Gaye Hettrick, Consultant Services Specialist, Utah Department of Transportation, 4501 South 2700 West, Box 148490, Salt Lake City, Utah 84119-5998, Telephone (801) 965-4639
6. Project Management:

Project Manager's Name?, Title?, Utah Department of Transportation, Region & Region Address ?, Telephone Area Code & No.?, will be the project manager for the work described in the RFQ. Name? will be the primary contact for the Consultant.
7. Advertisement Dates: Saturdays, Two Consecutive Saturday Dates ?
8. Statements Due-Time: Day, Date, & Time ?

No. of ? copies of the statement numbered sequentially from one to #? on the upper right hand corner of the cover shall be delivered to the Office of Consultant Services, Utah Department of Transportation, 4501 South 2700 West, Box 148490, Salt Lake City, Utah 84119-5998 no later than 11:00 a.m. on Day & Date ?.
- Statements of Qualifications will not be accepted after the 11:00 a.m. deadline.**
9. Type of Statement Required: In accordance with Utah Department of Transportation guidelines for preparing Standard Statement of Qualifications.
10. Selection Board Meeting: Day & Date ?
11. Oral Interviews Date: Selection may be from Statements of Qualification; however, interviews will be held on Day & Date ? should the Department determine it necessary.
12. Prenegotiation Meeting: TBD

13. Information from the Selected Consultant Due By: TBD
14. Negotiation Meeting: TBD
15. Project Completion date: **Date ?**
16. Remarks: The following sample charts are available on the UDOT web page <http://www.dot.utah.gov/esd> under *Consultant Services/Forms/Project Organization Chart, Availability of Key Personnel and Related Experience Charts*.

UTAH DEPARTMENT OF TRANSPORTATION
Request for Qualifications
Project Description ?

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NOTICE OF CONSULTANT SERVICES

The Utah Department of Transportation is seeking the services of a qualified Consultant to **Services, Project Number, & Description ?** in **County ?** County.

If you are interested in submitting a Statement of Qualifications, information on the Request for Qualifications and Guidelines for Preparing Statement of Qualifications will be available Monday, **Date ?** and can be obtained from the Internet UDOT webpage at <http://www.dot.utah.gov/esd>. **The deadline for submitting the statement is 11:00 a.m. on Day & Date ?**. The right is reserved by the Department to reject any and all Statement of Qualifications.

The Utah Department of Transportation encourages prime consultants to use DBE/WBE's as sub-consultants where practicable.

Dated this **Day ?** day of **Month ?**, 200**?**.

Utah Department of Transportation
John R. Njord
Executive Director

UTAH DEPARTMENT OF TRANSPORTATION
Standard Request for Qualifications
for
Project Description ?

Introduction - See **Appendix C** which will include:

- < Scope of Work
- < QC/QA Plan Requirements
- < Objectives and Tasks
- < Department Furnished Items

Project Dates:

Consultants are required to meet the dates set for the oral interviews and negotiation meeting. Consultants are also advised to meet the information submittal dates outlined in the summary sheet. Failure to meet these dates will be considered nonresponsive.

Required Personnel Qualifications:

The Consultant shall be responsible to ensure that all personnel proposed under this RFQ be qualified through training, experience, and appropriate certification for the tasks assigned and shall have a working knowledge of Department standard practices. The Consultant is expected to complete the form, "Proposed Personnel" (attached as **Appendix B** to this RFQ), showing the certifications of the individuals for use on this contract. **The completed form must be included in statements but will not count as one of the allowed pages.**

Required Percentage of Work for Prime Consultant:

The Consultant must perform work valued at not less than **50%** of the total work, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this RFQ.

Required Completion and Acceptance Criteria:

Progress payments will be made with a five-percent retainage of the invoiced amount for work in progress. Final payment, including any retainage, shall be made after all of the work has been completed and the final estimate, project records, and documentation have been received and accepted by the Utah Department of Transportation as accurate and complete. Penalties may be assessed for failure to perform in a satisfactory manner.

Applicable Federal and State Regulations:

The Consultant shall conform to all applicable state and federal regulations.

Debarment Certification:

Federal regulations require certification by prospective participants (including contractors, subcontractors, and principals) as to current history regarding debarment, eligibility,

indictments, convictions, or civil judgements. The selected Consultant will be required to certify in accordance with contract Standard Terms and Conditions.

Authorization to Begin Work:

Notice to proceed will be given by Consultant Services as soon as the contract is approved and signed by all parties.

Required Statement Contents:

The statement from the Consultant should contain the information identified in the attached Utah Department of Transportation "Guidelines for Preparing Standard Statement of Qualifications".

Statement Evaluation Procedures:

The Statement shall be evaluated by a department selection board in accordance with the criteria described in the Utah Department of Transportation "Guidelines for Preparing Standard Statement of Qualifications".

Disposition of Statements:

Statements become the property of the Utah Department of Transportation, are treated as privileged documents, and are disposed of according to Department policies, including the right to reject all statements. The statement of the successful Consultant shall be open to public inspection for a period of one year after award of the contract. Statements of Consultants who are not awarded contracts shall not be open to public inspection.

If the Consultant selected for award has required in writing the nondisclosure of trade secrets and other proprietary data so identified, the Consultant Services Manager shall examine the request in the statement to determine its validity prior to award of the contract. If the parties do not agree as to the disclosure of data in the contract, the Consultant Services Manager shall inform the Consultant in writing what portion of the statement will be disclosed and that, unless the Consultant withdraws the statement, it will be disclosed.

Ownership of Documents: All tracings, plans, manuscripts, specifications, data, maps, etc. prepared or obtained by the Consultant as a result of working on this contract, shall be delivered to and become the property of the Department.

Financial Screening:

The Department requires that Consultants be Financially Screened prior to performing work for UDOT. If a Consultant is selected and has not been financially screened and approved within two weeks after selection, the Consultant will be disqualified.

The time it takes a Consultant to complete the Financial Screening process varies and therefore the Department encourages Consultants to submit their *Financial Screening Application* as soon as possible.

Consultants may obtain the *Financial Screening Application* from the Consultant Services webpage located at <http://www.dot.utah.gov/esd> under *Consultant Services/Forms/Financial Screening Application*. For questions, contact the Consultant

Services Accountant, 801-965-4138. A Consultant's Financial Screening status is effective for the period of one year from the time the Consultant is approved.

Preaward Audit:

In the event that a proposing consultant has failed to pay UDOT monies due to the Department for over payment on past projects, UDOT has the right to reject and/or disqualify the firm's statement of qualifications. Disqualification will be based on the audit findings, determinations, and recommendations made by the Department's authorized agent.

Insurance Certificates

The Consultant is required to provide the Department with Certificates of Insurance referencing the project naming the Utah Department of Transportation and the State of Utah as additional insureds.

Subscription to the UDOT Consultant Services Update Service

The Department recommends Consultants interested in proposing a Statement of Qualifications subscribe to the UDOT Consultant Services Update Service, <http://www.dot.utah.gov/esd/esdmenu4a.htm>. If there are any changes affecting the Request for Qualifications, notice will be sent out via an e-mail through the update service.

Appendix A

UTAH DEPARTMENT OF TRANSPORTATION Guidelines for Preparing Standard Statement of Qualifications

INTRODUCTION

These guidelines were developed to standardize the preparation of a Standard Statement of Qualifications (SOQ) by Consultants for engineering services on a project. Statement of Qualifications is the beginning of the selection process and is used as the basis for selecting or for short listing Consultants. Those Consultants chosen for the short list are invited to an interview by the Department.

The purpose for these guidelines is to assure consistency in format and content in the Statement of Qualifications prepared by Consultants and submitted to the Department. Preparing a Statement of Qualifications instead of a detailed proposal reduces the time requirements for the Consultants and simplifies the review process for Department personnel. A minimum of two Consultants may be selected for the short list.

The Statement of Qualifications should contain the following information in the order listed:

1. Introductory Letter
2. Project Team
3. Capability of the Consultant
4. Approach to the Project
5. Appendix B

It is very important that submittals be clear and concise in the recommended format so they can be evaluated in an objective manner by the Department's Selection Review Board.

The various sections in the submittal should be tabbed for easy reference.

Font Size and Margins. Font size should be 10 points or greater. Top, bottom, and side margins should be 1 inch.

RECOMMENDED DETAILS AND EVALUATION CRITERIA

1. Introductory Letter - The introductory letter should be addressed to:

Gaye Hettrick
Consultant Services Specialist
UDOT/Consultant Services
4501 South 2700 West
Box 148490
Salt Lake City, UT 84119-5998

The introductory letter will not count as one of the allowed pages.

In one page, express your interest in the project, state qualifications to do the work, and recount any summary information on the project team or yourself that may be useful or informative to the Department.

No evaluation points are assigned to this section.

2. Project Team - The evaluation will consider how well the qualifications, experience, and time allocation of the members of the project team relate to the specific project.

- Project team flow charts including subconsultants (see sample “Project Organization Chart” available on the UDOT web page <http://www.dot.utah.gov/esd> under *Consultant Services/Forms*.)
- Spreadsheet showing time commitments. The headings on the spreadsheet should include name, percent committed to other projects, percent committed to corporate, and percent available for this project (see sample “Availability of Key Personnel” spreadsheet available on the UDOT web page <http://www.dot.utah.gov/esd> under *Consultant Services/Forms*.)
- Qualifications and experience of key personnel on project team.
- Show on a spreadsheet a list of projects in which you have been involved during the last five years. The heading of the spreadsheet should include the following (see sample “Related Experience” spreadsheet available on the UDOT web page <http://www.dot.utah.gov/esd> under *Consultant Services/Forms*.)
 - Name of Project Manager
 - Year
 - Type of Project
 - Project Name
 - Project Location
 - Project Description
 - Construction Estimate Cost - \$Million
 - Services Performed
 - Client
 - Contact and Telephone Number

A maximum of ? points is available for this section.

3. Capability of the Consultant - The evaluation will consider the Consultant's capability to perform the work, including internal quality and cost control procedures.

- Describe your capability to perform the work.
- Describe any unique qualifications you have to perform this type of work.

A maximum of ? points is available for this section.

4. Approach to the Project - The evaluation will consider how well you have planned a basic course of action, what alternatives and/or preliminary approaches are proposed, and what provisions are identified for dealing with potential impacts, impediments, or conflicts. Explain the following:
- Describe the course of action proposed to meet the goals and objectives of the project. Be realistic, clear, and concise.
 - Identify potential impacts, impediments, conflicts, or potential mitigation.

A maximum of ? points is available for this section.

5. Appendix B - The Consultant is expected to complete the form, "Proposed Personnel" (attached as **Appendix B** to this RFQ), showing the certifications of the individuals for use on this contract. **The completed form must be included in statements but will not count as one of the allowed pages.**

SUMMARY

The Standard Statement of Qualifications should be clear and concise, and it should provide the Department's evaluators with an understanding of the Consultant's ability to undertake and complete the proposed project in a thorough and timely manner. The entire Statement of Qualifications should not exceed **NINE?** pages.

A page is defined as a single-sided 8.5" x 11" or 11" x 17" sheet which contains text, pictures, tables, graphs, charts, plan sheets, or any other graphics. A limit of three 11" x 17" sheets may be used in conjunction with pictures, graphs, charts, plans or any other graphics. Additional information on the tab pages is limited to un-enhanced photographs.

Any Standard Statement of Qualifications which exceeds the **nine** page limit will receive a three-point penalty per page over **nine**. A maximum total of 100 points are available for the Statement of Qualifications. **Please note that Consultant Services does review the statements of qualification and applies any penalties as stipulated in this RFQ.**

CONDITIONS OF PROPOSAL

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Consultant. The Department assumes no liability for any costs incurred by Consultants throughout the entire selection process.

INTERVIEW TOPICS

During the interview, the following project-specific topics may be some of the issues discussed:

- Understanding of the Work

- Approach to the Project
- Schedule Control
- Management of Project

The final selection will be done using the CBA (Choosing by Advantage) method.

Appendix B

PROPOSED PERSONNEL TO BE USED ON UDOT PROJECTS

NAME*	CERTIFICATION CATEGORY**	CERTIFICATION LEVEL	CERTIFICATION OR LICENSE NO.***

*Include all personnel who are proposed to work on UDOT projects at NICET Level II or above. (Professional's and E.I.T.'s Included.)

**Reference Key Personnel (NICET), Chapter 4, paragraph 401.c, General Information, for certification categories and certification level descriptions.

***Certification of E.I.T.s (Certification number or letter indicating passing)

NOTE: P.E.s must be licensed in Utah

Appendix C

A. SCOPE OF WORK

Streamlined Request for Qualifications

for

Project No.?

Description?

Date?

UTAH DEPARTMENT OF TRANSPORTATION

Streamlined Request for Qualifications Summary Sheet

1. Project Number: ?
2. Location: ?
3. Requested Services: ?
4. Sources of Funding: ?
5. Project Administrator: Gaye Hettrick, Consultant Services Specialist, Utah Department of Transportation, 4501 South 2700 West, Box 148490, Salt Lake City, Utah 84119-5998, Telephone (801) 965-4639
6. Project Management:

Project Manager's Name?, **Title?**, Utah Department of Transportation, **Region & Region Address?**, Telephone **Area Code & No.?**, will be the project manager for the work described in the RFQ. **Name?** will be the primary contact for the Consultant.
7. Advertisement Dates: Saturdays, **Two Consecutive Saturday Dates?**
8. Statements Due-Time: **Day, Date, & Time?**

Five (5) copies of the Streamlined statement numbered sequentially from **one to five** on the **upper right hand corner** of the cover shall be delivered to the Office of Consultant Services, Utah Department of Transportation, 4501 South 2700 West, Box 148490, Salt Lake City, Utah 84119-5998 no later than 11:00 a.m. on **Day & Date?**.

Statements of Qualifications will not be accepted after the 11:00 a.m. deadline.
9. Type of Streamlined Statement Required: In accordance with Utah Department of Transportation Guidelines for Preparing Streamlined Statement of Qualifications.
10. Selection Team Meeting: **Day & Date?**
11. **Optional Oral Interviews Date:** Selection may be from Streamlined Statements of Qualifications; however, interviews **may** be held on **Day & Date?** should the Department determine it necessary.
12. **Optional** Prenegotiation Meeting: TBD

13. Information from the Selected Consultant Due By: TBD
14. Negotiation Meeting: TBD
15. Project Completion Date: **Date?**
16. Remarks: The following sample charts are available on the UDOT web page <http://www.dot.utah.gov/esd> under *Consultant Services/Forms/Project Organization Chart, Availability of Key Personnel and Related Experience Charts*.

UTAH DEPARTMENT OF TRANSPORTATION
Streamlined Request for Qualifications

Project Description?

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NOTICE OF CONSULTANT SERVICES

The Utah Department of Transportation is seeking the services of a qualified Consultant to **Services, Project Number, & Description?** in **County?** County.

If you are interested in submitting a Streamlined Statement of Qualifications, information on the Request for Qualifications and Guidelines for Preparing Streamlined Statement of Qualifications will be available Monday, **Date?** and can be obtained from the Internet UDOT webpage at <http://www.dot.utah.gov/esd>. **The deadline for submitting the Streamlined statement is 11:00 a.m. on Day & Date?** The right is reserved by the Department to reject any and all Streamlined Statement of Qualifications.

The Utah Department of Transportation encourages prime consultants to use DEB/WBE's as sub-consultants where practicable.

Dated this **Day?** day of **Month?**, 200**?**.

Utah Department of Transportation
John R. Njord
Executive Director

UTAH DEPARTMENT OF TRANSPORTATION
Streamlined Request for Qualifications
for
Project Description?

Introduction - See **Appendix C** which will include:

- < Scope of Work
- < QC/QA Plan Requirements
- < Objectives and Tasks
- < Department Furnished Items

Project Dates:

Consultants are required to meet the dates set for the **optional** oral interviews and negotiation meeting. Consultants are also advised to meet the information submittal dates outlined in the summary sheet. Failure to meet these dates will be considered nonresponsive.

Required Personnel Qualifications:

The Consultant shall be responsible to ensure that all personnel proposed under this Streamlined RFQ be qualified through training, experience, and appropriate certification for the tasks assigned and shall have a working knowledge of Department standard practices.

The Consultant is expected to complete the form, "Proposed Personnel" (attached as **Appendix B** to this RFQ), showing the certifications of the individuals for use on this contract. **The completed form must be included in statements but will not count as one of the allowed pages.**

Required Percentage of Work for Prime Consultant:

The Consultant must perform work valued at not less than **50%** of the total work, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this Streamlined RFQ.

Required Completion and Acceptance Criteria:

Progress payments will be made with a five-percent retainage of the invoiced amount for work in progress. Final payment, including any retainage, shall be made after all of the work has been completed and the final estimate, project records, and documentation have been received and accepted by the Utah Department of Transportation as accurate and complete. Penalties may be assessed for failure to perform in a satisfactory manner.

Applicable Federal and State Regulations:

The Consultant shall conform to all applicable state and federal regulations.

Debarment Certification:

Federal regulations require certification by prospective participants (including contractors, subcontractors, and principals) as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments. The selected Consultant will be required to certify in accordance with contract Standard Terms and Conditions.

Authorization to Begin Work:

Notice to proceed will be given by Consultant Services as soon as the contract is approved and signed by all parties.

Required Statement Contents:

The Statement from the Consultant should contain the information identified in the attached Utah Department of Transportation "Guidelines for Preparing Streamlined Statement of Qualifications".

Statement Evaluation Procedures:

The Statement shall be evaluated by a department selection board in accordance with the criteria described in the Utah Department of Transportation "Guidelines for Preparing Streamlined Statement of Qualifications".

Disposition of Statements:

Statements become the property of the Utah Department of Transportation, are treated as privileged documents, and are disposed of according to Department policies, including the right to reject all statements. The statement of the successful Consultant shall be open to public inspection for a period of one year after award of the contract. Statements of Consultants who are not awarded contracts shall not be open to public inspection.

If the Consultant selected for award has required in writing the nondisclosure of trade secrets and other proprietary data so identified, the Consultant Services Manager shall examine the request in the statement to determine its validity prior to award of the contract. If the parties do not agree as to the disclosure of data in the contract, the Consultant Services Manager shall inform the Consultant in writing what portion of the statement will be disclosed and that, unless the Consultant withdraws the statement, it will be disclosed.

Ownership of Documents: All tracings, plans, manuscripts, specifications, data, maps, etc. prepared or obtained by the Consultant as a result of working on this contract, shall be delivered to and become the property of the Department.

Financial Screening:

The Department requires that Consultants be Financially Screened prior to performing work for UDOT. If a Consultant is selected and has not been financially screened and approved within two weeks after selection, the Consultant will be disqualified.

The time it takes a Consultant to complete the Financial Screening process varies and therefore the Department encourages Consultants to submit their *Financial Screening Application* as soon as possible.

Consultants may obtain the *Financial Screening Application* from the Consultant Services webpage located at <http://www.dot.utah.gov/esd> under *Consultant Services/Forms/Financial Screening Application*. For questions, contact the Consultant Services Accountant, 801-965-4138. A Consultant's Financial Screening status is effective for the period of one year from the time the Consultant is approved.

Preaward Audit:

In the event that a proposing consultant has failed to pay UDOT monies due to the Department for over payment on past projects, UDOT has the right to reject and/or disqualify the firm's statement of qualifications. Disqualification will be based on the audit findings, determinations, and recommendations made by the Department's authorized agent.

Insurance Certificates:

The Consultant is required to provide the Department with Certificates of Insurance referencing the project naming the Utah Department of Transportation and the State of Utah as additional insureds.

Subscription to the UDOT Consultant Services Update Service:

The Department recommends Consultants interested in proposing a Statement of Qualifications subscribe to the UDOT Consultant Services Update Service, <http://www.dot.utah.gov/esd/esdmenu4a.htm>. If there are any changes affecting the Streamlined Request for Qualifications, notice will be sent out via an e-mail through the update service.

Appendix A

UTAH DEPARTMENT OF TRANSPORTATION Guidelines for Preparing Streamlined Statement of Qualifications

INTRODUCTION

These guidelines were developed to standardize the preparation of a **Streamlined** Statement of Qualifications (SOQ) by Consultants for engineering services on a project. Statement of Qualifications is the beginning of the selection process and is used as the basis for selecting or for short listing Consultants. Those Consultants chosen for the short list are invited to an interview by the Department.

The purpose for these guidelines is to assure consistency in format and content in the Statement of Qualifications prepared by Consultants and submitted to the Department. Preparing a Statement of Qualifications instead of a detailed proposal reduces the time requirements for the Consultants and simplifies the review process for Department personnel. A minimum of two Consultants may be selected for the short list.

The **Streamlined** Statement of Qualifications should contain the following information in the order listed:

1. Introductory Letter - 1 Page
2. Project Team/Projected 2 Year Availability
3. Capability of the Consultant/Experience
4. Appendix B - 1 Page

It is very important that submittals be clear and concise in the recommended format so they can be evaluated in an objective manner by the Department's Selection Review Team.

Font Size and Margins. Font size should be 10 points or greater. Top, bottom, and side margins should be 1 inch.

RECOMMENDED DETAILS AND EVALUATION CRITERIA

1. Introductory Letter - The introductory letter should be addressed to:

Gaye Hettrick
Consultant Services Specialist
UDOT/Consultant Services
4501 South 2700 West
Box 148490
Salt Lake City, UT 84119-5998

The introductory letter will not count as one of the allowed pages.

In one page, express your interest in the project, state qualifications to do the work, and recount any summary information on the project team or yourself that may be useful or informative to the Department.

No evaluation points are assigned to this section.

2. Project Team - The evaluation will consider how well the qualifications, experience, and time allocation of the members of the project team relate to the specific project.
- Project team flow charts including subconsultants (see sample “Project Organization Chart” available on the UDOT web page <http://www.dot.utah.gov/esd> under *Consultant Services/Forms*.)
 - Spreadsheet showing time commitments. The headings on the spreadsheet should include name, percent committed to other projects, percent committed to corporate, and percent available for this project (see sample “Availability of Key Personnel” spreadsheet available on the UDOT web page <http://www.dot.utah.gov/esd> under *Consultant Services/Forms*.)
 - Qualifications and experience of key personnel on project team.
 - Show on a spreadsheet a list of projects in which you have been involved during the last five years. The heading of the spreadsheet should include the following (see sample “Related Experience” spreadsheet available on the UDOT web page <http://www.dot.utah.gov/esd> under *Consultant Services/Forms*.)
 - Name of Project Manager
 - Year
 - Type of Project
 - Project Name
 - Project Location
 - Project Description
 - Construction Estimate Cost - \$Million
 - Services Performed
 - Client
 - Contact and Telephone Number

A maximum of 50 points is available for this section.

3. Capability of the Consultant - The evaluation will consider the Consultant's capability to perform the work, including internal quality and cost control procedures.
- Describe your capability to perform the work.
 - Describe any unique qualifications you have to perform this type of work.

A maximum of 50 points is available for this section.

4. Appendix B - The Consultant is expected to complete the form, "Proposed Personnel" (attached as **Appendix B** to this RFQ), showing the certifications of the individuals for use on this contract. **The completed form must be included in Streamlined statements but will not count as one of the allowed pages.**

SUMMARY

The Streamlined Statement of Qualifications should be clear and concise, and it should provide the Department's evaluators with an understanding of the Consultant's ability to undertake and complete the proposed project in a thorough and timely manner. **The entire Streamlined Statement of Qualifications should not exceed 4 pages.**

SOQ Requirements/Format:

1. **Five (5) SOQ Copies**
2. **Black & White Only**
3. **Four (4) Page Maximum**
4. **8½ x 11 Paper Only**
5. **One (1") Margins**
6. **Size 10 Font - or Greater**
7. **Charts, Graphs, and Pictures** - Optional and Counted as Page(s)
8. **Staple Upper Left Corner**
9. **Page Headers (Not Part of 1" Margins)** - Project Number, Project Location

Any Statement of Qualifications which exceeds the **four** page limit will receive a three-point penalty per page over **four**. A maximum total of **100** points are available for the Statement of Qualifications. **Please note that Consultant Services does review the Streamlined Statements of Qualification and applies any penalties as stipulated in this Streamlined RFQ.**

CONDITIONS OF PROPOSAL

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Consultant. The Department assumes no liability for any costs incurred by Consultants throughout the entire selection process.

INTERVIEW TOPICS

During the interview, the following project-specific topics may be some of the issues discussed:

- Understanding of the Work
- Approach to the Project
- Schedule Control
- Management of Project

The final selection will be done using the CBA (Choosing by Advantage) method.

Appendix B

PROPOSED PERSONNEL TO BE USED ON UDOT PROJECTS

NAME*	CERTIFICATION CATEGORY**	CERTIFICATION LEVEL	CERTIFICATION OR LICENSE NO.***

*Include all personnel who are proposed to work on UDOT projects at NICET Level II or above. (Professional's and E.I.T.'s Included.)

**Reference Key Personnel (NICET), Chapter 4, paragraph 401.c, General Information, for certification categories and certification level descriptions.

***Certification of E.I.T.s (Certification number or letter indicating passing)

NOTE: P.E.s must be licensed in Utah

Appendix C

A. SCOPE OF WORK

Appendix L

UDOT Projects Proposed Personnel

Name	Certification Category	Certification Level	Certification or License No.

NOTE: P.E.s must be licensed in Utah

- ▶ **Include all personnel who are proposed to work on UDOT projects at NICET Level II or above. (Professional's and E.I.T.'s Included.)**
- ▶ **Reference Key Personnel (NICET), Chapter 4, paragraph 401.c, General Information, for certification categories and certification level descriptions.**
- ▶ Certification of E.I.T.s (Certification number or letter indicating passing)

Appendix M - Contract



CONTRACT

STATE OF UTAH

CONTRACT NO. _____

EFFECTIVE DATE _____

UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES CONTRACT

PROJECT No. _____ CID _____

1. **CONTRACTING PARTIES:** This contract is between the Utah Department of Transportation, referred to as DEPARTMENT and,

Consultant

Address

City State Zip

Legal Status of Consultant

☐ **Sole Proprietor**

☐ **Corporation**

☐ **Partnership**

☐ **Other**

Fed ID# _____

referred to as CONSULTANT

2. **REASON FOR CONTRACT:** DEPARTMENT does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist DEPARTMENT with as further described in Attachment C.
3. **PROJECT PERIOD:** The project will terminate , unless otherwise extended or canceled in accordance with the terms and conditions of this contract.
4. **CONTRACT PERIOD:** The contract termination date is , unless otherwise extended or canceled in accordance with the terms and conditions of this contract.
5. **CONTRACT COSTS:** CONSULTANT will be paid a maximum of \$ for costs authorized by this contract as further described in Attachment D.
6. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A. Certification of Consultant and Department
Attachment B. Standard Terms and Conditions
Attachment C. Services Provided by the Consultant
Attachment D. Fees
Attachment E. Duties of the Department
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**

The parties hereto agree to abide by all the provisions of this contract.
IN WITNESS WHEREOF, they sign and cause this contract to be executed.

CONSULTANT _____

By: _____

Title: _____ Date _____

Utah State Attorney General's Office has approved Attachments A through E as to Form. Special provisions made to Attachment B, Standard Terms and Conditions, will require separate approval.

UTAH DEPARTMENT OF TRANSPORTATION

By: _____

Title: Director, Project Development Date _____

UDOT Comptroller's Office

By: _____

Title: Contract Administrator Date _____

CERTIFICATION OF CONSULTANT

I hereby certify that I, _____, am a duly authorized representative of _____ and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this contract, involving participation of Federal-aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

(Signature)

CERTIFICATION OF UTAH DEPARTMENT OF TRANSPORTATION

I hereby certify that I am a duly authorized representative of the Utah Department of Transportation, and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

(Date)

By _____
Title:

STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 27-12-21, 107 and 108; and 63-56 U.C.A. 1953, as amended, and the Utah State Procurement Regulations, which authorizes the DEPARTMENT to make purchases in accordance with said laws and regulations.
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the DEPARTMENT upon request.
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least four (4) years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the four year period for audit and inspection by the DEPARTMENT and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the DEPARTMENT upon request.
4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Section 67-16-8, U.C.A. 1953, as amended. The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any project alternatives.
5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.

ATTACHMENT "B"

6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the DEPARTMENT, except as specifically authorized and set forth herein. Persons employed by the DEPARTMENT and acting under the direction of the DEPARTMENT shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the DEPARTMENT.

7. **INDEMNITY - LIABILITY:** CONSULTANT agrees to hold harmless and indemnify the UTAH DEPARTMENT OF TRANSPORTATION, its officers, employees and agents (indemnities) from and against all claims, suits and cost, including attorneys' fees for injury or damage of any kind, arising out of CONSULTANT'S negligent acts, errors or omissions in the performance of this contract, and from and against all claims, suits and cost including attorney's fees for injury or damage of any kind, arising out of indemnities failure to inspect, discover, correct or otherwise address any defect, dangerous condition or other condition created by or resulting from CONSULTANT'S negligent acts, errors or omissions in the performance of this contract.

The CONSULTANT is an independent contractor contracted with the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with acceptable standards.

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.

9. **INSURANCE:**

a. The Utah Department of Transportation (UDOT) hereinafter referred to as OWNER will provide an Owner Controlled Insurance Program (OCIP) that will minimally provide Builders' Risk, Workers' Compensation, Employer's Liability, General Liability, Railroad Protective (as required), and Excess Liability for all eligible Architects/Engineers of every tier enrolled in the OCIP and performing work, as described in the State of Utah Owner Controlled Insurance Program Manual, which is hereby incorporated by reference. The OCIP will include a Professional Errors and Omissions Liability and Contractors' Pollution Liability coverages. The State agrees to pay all premiums associated with the OCIP including deductibles or self-insured retention unless otherwise stated in the State of Utah Owner Controlled Insurance Program Manual.

ATTACHMENT "B"

b. For any work under this contract, and until completion and final acceptance of the work, the Architect/Engineer, at its own expense, must promptly furnish to the OWNER's OCIP Administrator, certificates of insurance giving evidence that certain coverages are in force as required by the State of Utah Owner Controlled Insurance Program Manual, which is incorporated by reference.

c. Architects and Engineers (and their subconsultants) shall cause their Worker's Compensation and Employer's Liability policy to be endorsed with Designated Workplace Exclusion Endorsement and its Commercial General Liability Policies to be endorsed with an Exclusion-Designated Work Endorsement (ISO Form CG 21 54 01 96) to exclude operations on this Project Site from its coverage. Prior to entrance on Project Site, Architects and Engineers shall obtain the insurance set out in this exhibit from a company or companies acceptable to the OWNER as described in the State of Utah Owner Controlled Insurance Program Manual, which is hereby incorporated by reference.

10. **PROGRESS:** The CONSULTANT shall begin the work required by this contract within one week following official notification by the DEPARTMENT to proceed and shall prosecute the work diligently, and to the satisfaction of the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration.

The CONSULTANT will prepare monthly progress reports following the format established by the DEPARTMENT in sufficient detail to document the progress of the work and support the monthly claim for payment. Payments will not be made without a supporting progress report.

Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the DEPARTMENT so it may evaluate the features and progress of the work. Either party may request a conference; to be held at the office of either, or at a place designated by the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the DEPARTMENT.

The CONSULTANT will be required to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to the DEPARTMENT.

At any time the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the DEPARTMENT shall be immediately notified in writing. The DEPARTMENT may, at its sole discretion, extend the contract by written modification.

ATTACHMENT "B"

The DEPARTMENT may terminate this contract in accordance with termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress of the contract work.

Should the DEPARTMENT desire to suspend the work, but not terminate the contract, this will be done by verbal notification followed by written confirmation from the DEPARTMENT. The work may be reinstated upon 30 days advance written notice from the DEPARTMENT.

Unless extended, or terminated, in writing this contract will terminate on the expiration date, or at the end of the specified calendar days.

11. **REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the DEPARTMENT and, when Federal Funds are used, the Federal Highway Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.

12. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35 U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented in Department of Labor Regulations (41CFR Part 60), which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section.

The CONSULTANT shall comply with the Americans With Disabilities Act (ADA).

13. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:** The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29 and by signing this contract certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

ATTACHMENT "B"

- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 13(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT shall attach an explanation to this contract. Exceptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted shall identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

14. CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS: The CONSULTANT agrees to conform with the lobbying restrictions established by Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990) for contracts exceeding \$100,000 in Federal Funds.

The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall

ATTACHMENT "B"

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

15. **OWNERSHIP OF DOCUMENTS:** All tracings, plans, manuscripts, specifications, data, maps, etc., prepared or obtained by the CONSULTANT, as a result of working on this contract, shall be delivered to and become the property of the DEPARTMENT. All documents and data pertaining to work required by this contract shall be the property of the DEPARTMENT and shall be delivered to the DEPARTMENT within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation on their further use. Costs of all the above items shall be considered as included in the basic contract compensation for the work as described in ATTACHMENT "C".

The CONSULTANT shall not be responsible for another party's application of information contained in the contract documents to other projects, or for uses other than that for which the information was intended.

Should patentable discoveries or inventions result from work required by this contract, all rights to them shall be the sole property of the CONSULTANT. Except, the CONSULTANT agrees to grant to the United States Government and the State of Utah a non exclusive, non transferrable, paid up, license to use the discovery or invention.

The CONSULTANT is permitted to copyright reports and other contract products provided that the DEPARTMENT and the Federal Highway Administration have a royalty free, non exclusive, irrevocable right to reproduce, publish, or otherwise use and authorize others to use for governmental purposes.

16. **ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the DEPARTMENT. The amount billed to the DEPARTMENT for subcontractor costs shall be the same amount the CONSULTANT actually pays subcontractor for services required by this contract. All payments made by the CONSULTANT to the subcontractor for services required by this contract shall be subject to audit by the DEPARTMENT. All subcontracts must include all

ATTACHMENT "B"

the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by subconsultants is insured under their insurance policy, or they require that the subconsultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 50% of the total contract amount, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this contract.

17. KEY PERSONNEL: Any change in personnel from that specifically identified in Attachment C, Item III-1 of this contract, shall be subject to prior approval by the DEPARTMENT.

18. DISPUTES: Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.

19. CLAIMS - DELAYS AND EXTENSIONS: The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date.

20. CONSULTANT'S ENDORSEMENT ON PLANS, ETC.: The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the DEPARTMENT under this contract.

21. CONTRACT MODIFICATIONS: This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract. If there is Federal funding as part of the revenue for this contract, the Federal Highway Administration must approve all changes.

ATTACHMENT "B"

Claims for services furnished by CONSULTANT, that are not specifically authorized by this contract or by appropriate modification, shall not be paid by the DEPARTMENT.

When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

22. **TERMINATION:** This contract may be terminated as follows:

- (a) Mutual agreement of the parties; in writing and signed by the parties.
- (b) By either party for failure of the other party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Attachment E, "Duties of the DEPARTMENT." Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.
- (c) By the DEPARTMENT for the convenience of the State upon written notice to the CONSULTANT.
- (d) Upon satisfactory completion of required contract services.

On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

SERVICES PROVIDED BY THE CONSULTANT

I. GENERAL

1. SCOPE SUMMARY:

2. WORK ACCEPTANCE:

- (a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the DEPARTMENT through its designated representatives. When the work is Federally funded, the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
- (b) Reviews and Quality Assurance: The CONSULTANT shall become familiar and comply with the changes to the Project Review Process, as stated in memorandum dated September 25, 1997 from the Project Development Engineer.

3. GENERAL CONTROL AND INSPECTIONS: The CONSULTANT shall be represented at progress review meetings as may be scheduled by the DEPARTMENT. The CONSULTANT shall accompany DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.

II. DETAIL WORK PLAN

(This section should include agreed to Work Plan, what is to be done and what is to be provided by the CONSULTANT.)

(Note: Reference RFQ and CONSULTANT proposal as appropriate. This Plan should be the result of prepared documents plus negotiations. This document should stand on its own. A very limited use should be made of reference to the RFQ.

The design consultant will be retained to answer and clarify any questions on the design during construction. The consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on the CONSULTANT as he needs him. If the work required from the CONSULTANT is due to errors in the design, the CONSULTANT will not be reimbursed. To enhance the communication between UDOT and Consultants, the DEPARTMENT is requiring that the CONSULTANT attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting. These meetings should be included in the detail work plan.

III. PERSONNEL

1. **Key personnel assigned**
2. **Staffing Plan** - (This subsection should include agreed to Staffing Plan.)

IV. SCHEDULE

1. **COMPLETION:** All work shall begin within seven (7) days of notice to proceed and shall be completed by .
2. **PROJECT PERIOD:** The project will terminate , unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Completion Date Extension Order Form" to the UDOT Consultant Manager for approval and processing.
3. **CONTRACT PERIOD:** This contract will terminate , unless otherwise extended or canceled in accordance with the terms and conditions of this contract. The contract time does not indicate when the project will be completed, but reflects that the contract will be in effect for a one-year period after the project has been completed.
4. **WORK SCHEDULE:**
(This subsection should include agreed to work schedule.)
(Phases, etc., keyed to Detail Work Plan and Staffing Plan.)

V. INSURANCE

All necessary insurances will be provided by the Consultant, as detailed in the State of Utah Owner Controlled Insurance Program (OCIP) Manual, as incorporated by reference.

ATTACHMENT "D"

FEES

LUMP SUM

1. **LUMP SUM:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the DEPARTMENT agrees to pay the CONSULTANT the sum of \$.
2. **EXTRAS:** In the event the DEPARTMENT requires changes of services which materially affect the scope, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior agreement shall be deemed covered in the compensation and time herein provided. The DEPARTMENT will not entertain requests or claims for reimbursement and remuneration.
3. **PROGRESS PAYMENTS** are based upon the approved percentage of work completed and are made pursuant to certified invoices received. Five percent of the amounts invoiced shall be retained in an escrow account until such time as all of the services are complete, approved, properly invoiced, and full agreement reached on the termination of the contract.
4. **INVOICES** for payment are to reflect charges as they apply to the appropriate account number, be properly certified, executed by an official legally authorized to bind the firm, substantiated with back-up information when pertinent and prepared in accordance with the DEPARTMENT'S Instructions for CONSULTANT Invoices.
5. **FINAL PAYMENT** without retention will be made only after all material and services associated with this contract are fully received, approved, and properly invoiced as cited above, with the additional requirement that final billing be so indicated.
6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract is \$. Overhead rates have been reviewed and limited to the costs which are allowable under Federal Cost Principles contained in 48 CFR, part 31. Bonuses to employees or principals which are allowed under the Federal Cost Principles will be disallowed on UDOT consultant contracts.
7. **COST PROPOSAL:** Is attached to this contract. The negotiated Cost Proposal for the Consultant and all subconsultants to be used on this contract is attached to Attachment "D" of this contract, pages ____ through ____.
8. **The overhead and hourly rates** shown in the CONSULTANT'S cost proposal were negotiated and agreed upon by the parties included in this contract. The CONSULTANT will invoice the DEPARTMENT using the negotiated overhead and hourly rates agreed upon and shown in CONSULTANT'S cost proposal. These rates will be fixed for the period of this contract.

**FEES
COST PLUS A FIXED FEE**

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the DEPARTMENT agrees to pay the CONSULTANT for the actual allowable cost plus a fixed fee. Overhead rates have been reviewed and limited to the costs which are allowable under Federal Cost Principles contained in 48 CFR, part 31. Bonuses to employees or principals which are allowed under the Federal Cost Principles will be disallowed on UDOT consultant contracts. The actual cost includes direct salary cost, including payroll additives; indirect costs and direct non-salary costs as outlined below:
 - (a) The direct salary cost is the actual salary expense including payroll additives for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The NEGOTIATED payroll additives are determined on the Analysis of Overhead as percent of the direct salary expense.
 - (b) The NEGOTIATED indirect costs are estimated as percent of the direct salary cost exclusive of payroll additives.
 - (c) The direct non-salary costs are those costs directly incurred in fulfilling the terms of this contract, including but not limited to travel, reproduction, telephone, supplies and fees of outside CONSULTANTS or subconsultants. If the CONSULTANTS normal practice is to include some of these costs as indirect costs then this contract will be consistent with that practice.
 - (d) The fixed fee, which represents the CONSULTANT'S profit shall not exceed \$. The fixed fee payment will be prorated and paid regularly in proportion to the work performed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment. Overruns in the costs of the work shall not warrant an increase in the fixed fee, but significant changes to the Scope of Work may require adjustment of the fixed fee in the contract as evidenced by a contract modification.
2. **EXTRAS:** In the event the DEPARTMENT requires changes of services which materially affect the scope, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior agreement shall be deemed covered in the compensation and time herein provided. The DEPARTMENT will not entertain requests or claims for reimbursement and remuneration. Guest meals (meals paid by a consultant's employee for someone other than himself/herself) shall not be reimbursed unless they are previously approved in writing by the UDOT's Project Manager and the UDOT's Consultant Services Manager.

ATTACHMENT "D"

3. **PROGRESS PAYMENTS** are based upon the approved percentage of work completed and are made pursuant to certified invoices received. Five percent of the amounts invoiced shall be retained in an escrow account until such time as all of the services are complete, approved, properly invoiced, and full agreement reached on the termination of the contract.
4. **INVOICES** for payment are to reflect charges as they apply to the appropriate account number, be properly certified, executed by an official legally authorized to bind the firm, substantiated with back-up information when pertinent and prepared in accordance with the DEPARTMENT'S Instructions for CONSULTANT Invoices.
5. **FINAL PAYMENT** without retention will be made only after all material and services associated with this agreement are fully received, approved, and properly invoiced as cited above, with the additional requirement that final billing be so indicated.
6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed \$.
7. **COST PROPOSAL:** Is attached to this contract. The negotiated Cost Proposal for the CONSULTANT and all subconsultants to be used on this contract is attached as Attachment "D" of this contract, pages through .
8. **The overhead and hourly rates** shown in the CONSULTANT'S cost proposal were negotiated and agreed upon by the parties included in this contract. The CONSULTANT will invoice the DEPARTMENT using the negotiated overhead and hourly rates agreed upon and shown in items 1a and 1b. These rates will be fixed for the period of this contract unless approved and changed by a written contract modification.

ATTACHMENT "D"

FEES

UNIT PRICE

1. **UNIT PRICE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the DEPARTMENT agrees to pay the CONSULTANT for the work performed at the unit prices contained in Section 7 of this Attachment. The unit prices include direct salary cost (including payroll additives), indirect costs, direct non-salary costs and profit.
2. **EXTRAS:** In the event the DEPARTMENT requires changes of services which materially affect the scope, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior agreement shall be deemed covered in the compensation and time herein provided. The DEPARTMENT will not entertain requests or claims for reimbursement and remuneration.
3. **PROGRESS PAYMENTS** are based upon the approved percentage of work completed and are made pursuant to certified invoices received. Five percent of the amounts invoiced shall be retained in an escrow account until such time as all of the services are complete, approved, properly invoiced, and full agreement reached on the termination of the contract.
4. **INVOICES** for payment are to reflect charges as they apply to the appropriate account number, be properly certified, executed by an official legally authorized to bind the firm, substantiated with back-up information when pertinent and prepared in accordance with the DEPARTMENT'S Instructions for CONSULTANT Invoices.
5. **FINAL PAYMENT** without retention will be made only after all material and services associated with this agreement are fully received, approved, and properly invoiced as cited above, with the additional requirement that final billing be so indicated.
6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract is \$. Overhead rates have been reviewed and limited to the costs which are allowable under Federal Cost Principles contained in 48 CFR, part 31. Bonuses to employees or principals which are allowed under the Federal Cost Principles will be disallowed on UDOT consultant contracts.
7. **COST PROPOSAL:** Is attached to this contract. The negotiated Cost Proposal for the CONSULTANT and all subconsultants to be used on this contract is attached to Attachment "D" of this contract, pages ___ through ___.
8. **The unit price rates** shown in the CONSULTANT'S cost proposal were negotiated and agreed upon by the parties included in this contract. The CONSULTANT will invoice the DEPARTMENT using the negotiated unit price rates agreed upon and shown in the CONSULTANT Cost Proposal. These rates will be fixed for the period of this contract unless approved and changed by a written contract modification.

DUTIES OF THE DEPARTMENT

1. **GUARANTEE ACCESS:** The DEPARTMENT shall guarantee access to, and make all provisions for the CONSULTANT to enter upon all lands, both public and private which, in the judgment of the parties hereto, are necessary to carry out such work as may be required.
2. **PROMPT CONSIDERATION:** The DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
3. **DOCUMENTS:** The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. The specific materials related to this contract that will be furnished by the DEPARTMENT are:
4. **SERVICES:** The DEPARTMENT shall perform the following services as related to the work under this contract: (Listing of Service or Activity)

Appendix N - Contract Modifications



CONTRACT MODIFICATION

STATE
OF UTAH

CONTRACT MODIFICATION NO. _____ TO CONTRACT NO. _____
EFFECTIVE DATE _____

UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES CONTRACT

To be attached and made part of Contract No. _____ for Project No. _____
CID No. _____ between the Utah Department of Transportation, referred to as
DEPARTMENT, and , _____ referred to as CONSULTANT.

It has been determined that Contract Modifications are required to complete the work specified by this Contract. The
CONSULTANT agrees to the modifications as specified below.

CONTRACT MODIFICATIONS

- ☐ The "Services provided by the CONSULTANT" contained in "Attachment C" to the Contract will change. Details are contained in Exhibit A, "Scope of Services".
- ☐ The fixed fee in "Attachment D Fees" of the Contract change as a result of this Contract Modification as discussed in Exhibit B.
- ☐ The maximum disbursement from "Attachment D, Fees" to the Contract will change. Details are contained in Exhibit B.
- ☐ The termination date for the Contract will change. Details are contained in Exhibit C.

The parties hereto agree to abide by all the provisions of the original Contract as well as the provisions of this and any previous Contract Modifications.

IN WITNESS WHEREOF, they sign and cause this Contract Modification to be executed.

CONSULTANT _____

By: _____
Title:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Title

UDOT Comptroller Office

By: _____
Title: Contract Administrator

EXHIBIT A of Contract No. ____ Mod No. ____

SCOPE OF SERVICES

The Scope of Services will be expanded to allow for additional work as requested by _____, in his memorandum dated _____, 200_ on page _ of this exhibit. For further details, see pages _ through _ of this exhibit.

Exhibit A
Page 1 of _

EXHIBIT B of Contract No. ____ Mod No. ____

FEES

The maximum disbursement will be increased from \$____ by \$____ of which \$____ will be fixed fees to a new total of \$____ as negotiated by _____, _____, _ in his memorandum dated _____, 200_.

Exhibit B
Page 1 of _

EXHIBIT C of Contract No. ____ Mod No. ____

CONTRACT TIME

The contract time will be extended from _____ to _____.

PROJECT TIME

The completion date for the project will be extended from _____ to _____. The consultant is required to finish all work by the completion date listed under " Project Time. " If additional time is required to complete this project, the consultant will be required to use the "Completion Date Extension Order" attached as page 2 of this exhibit. (Instructions for the use of the Extension Order are on the back of Exhibit C, Page 2.)

Exhibit C
Page 1 of _

	DESCRIPTION	July 7, 1989 Contract Estimated Cost	December 12, 1991 Contract Modification NO.1		April 1, 1992	April 13, 1992 Contract Modification No. 2	
			MODIFI- CATION COST	NEW CONTRACT COST	MONEY EXPENDED TO DATE	MODIFI- CATION COST	NEW CONTRACT COST
CONTRACT							
TASK 1	SURVEYING	\$12,500	\$0	\$12,500	\$13,100	\$1,500	\$14,000
TASK 2	GEOTECHNICAL	37,000	4,500	42,000	40,000	0	42,000
TASK 3	STRUCTURAL DESIGN	50,000	0	50,000	42,500	(3,500)	46,500
TASK 4	BRIDGE APPROACH DESIGN	25,000	17,500	42,500	44,000	5,500	48,500
CONTRACT MOD NO. 1							
TASK 5	RIGHT OF WAY DESIGN		13,500	13,000	12,000	0	13,000
TASK 6	HAZARDOUS WASTE CLEARANCE		3,500	3,500	2,500	15,000	18,500
CONTRACT MOD NO. 2							
TASK 7	FINAL PLAN PRESENTATION				0	23,000	23,000
TOTALS		\$125,000	\$38,500	\$163,500	\$154,100	\$41,500	\$205,000

EXAMPLE

***(TO BE PREPARED BY CONSULTANT
FOR SUBMITTAL WITH CONTRACT MODIFICATION REQUEST)***

TASK NO. -- (NAME OF TASK)

	HOURS	RATE	TOTAL SALARY	SUBTOTAL
PRINCIPAL	4	27.00	\$108.00	
PROJECT MANAGER	32	24.00	768.00	
GEOLOGIST	60	19.00	1140.00	
ENGINEER	60	16.00	960.00	
TECHNICIAN	120	13.00	1560.00	
CLERICAL	33	8.00	264.00	
TOTAL SALARY			4800.00	
	OVERHEAD			
	PAYROLL BENEFITS (100%)		2400.00	
	INDIRECT COST (100%)		4800.00	
				7200.00
DIRECT COSTS				4800.00
MILEAGE 200 @ \$0.31 PER MILE			62.00	
LAB TESTING 10 @ \$100 PER TEST			1000.00	
BACKHOE RENTAL 9 HOURS @ \$50 PER HOUR			450.00	
				1500.00
			FIXED FEE	1500.00
			TOTAL COST	\$15,000.00

EXAMPLE

**(TO BE PREPARED BY CONSULTANT
FOR SUBMITTAL WITH CONTRACT MODIFICATION REQUESTS)**

	TASK 1 SURVEYING	TASK 4 BRIDGE APPROACH DESIGN	TASK 6 HAZARD WASTE CLEARANCE	TASK 7 FINAL PLAN PRESENTATION	TOTAL	RATE	COST
PRINCIPAL	X	XX	4	X	X	27.00	XX
PROJECT MANAGER	X	XX	32	X	X	24.00	XX
GEOLOGIST	X	XX	60	X	X	19.00	XX
STRUCTURAL ENGINEER	X	XX	0	X	X	23.00	X
ENGINEER	X	X	60	X	X	16.00	X
TECHNICIAN	X	X	120	X	X	13.00	X
SURVEY CREW CHIEF	X	X	0	X	X	15.00	X
INSTRUMENT MAN	X	X	0	X	X	10.00	X
RODMAN	X	X	0	X	X	7.00	X
CLERICAL	X	X	33	X	X	8.00	X
TOTAL HOURS	X	X	309	X	X	TOTAL SUMMARY	\$12,960
						OVERHEAD	
						PAYROLL BENEFIT	6,480
						INDIRECT COSTS	12,960
							32,400
						DIRECT COSTS	5,300
						FIXED FEE	3,800
						TOTAL	\$41,500

EXAMPLE

**(TO BE PREPARED BY CONSULTANT
FOR SUBMITTAL WITH CONTRACT MODIFICATION REQUESTS)**

Utah Department of Transportation
Consultant Services

Project Completion Date Extension Order

Contract No. _____

Region/Division: _____ Project #: _____

Project Manager: _____
(Title)

Phone: _____

Consultant Firm Name: _____

Address: _____

Phone: _____ Contact Person: _____

Reason for Extension of Completion Date:

Contract Expiration Date: _____

New Project Completion Date: _____

Consultant Date

Local Authority (If Required) Date

City/county of Local Authority

Approval Date: _____

By: _____
UDOT Consultant Project Manager

INSTRUCTIONS

If the Consultant needs to extend the time of completion, the following procedure must be followed:

1. The Consultant prepares the attached request form, "Completion Date Extension Order."
2. The Consultant signs three (four on Local Government projects) original copies of the form and, if applicable, has the Local Authority sign each form.
3. The Consultant forwards all copies of the form to the Consultant Project Manager (CPM) for approval.
4. The Consultant Project Manager signs and dates each copy. The CPM sends one copy to the Consultant, one to the Consultant Services Engineer, and, if applicable, one to the Local Authority. For **NON-STEWARDSHIP** projects, a copy is forwarded to the FHWA.
5. If the request is denied, the Consultant Project Manager sends all copies back to the Consultant with a letter of explanation.

If the scope of work changes, funding is required, or if the contract expires, a complete contract modification is required. **This procedure applies only to time extensions for completion of the work.**

Appendix P

Utah Department of Transportation Progress Report of Consultant Services

Report Number: _____ Contract Number: _____ Work Task Order Number: _____

Report For: Contract ☐ Work Task Order ☐

Month Ending: _____ Prepared by: _____ Phone Number: _____

Consultant: _____

Project: _____

Contract Modifications: _____

Note: If this report is for a Work Task Order, substitute Work Task Order for Contract from this point on.

TIME: Percent Time Used: _____

Contract Started: _____ Contract End (or as modified): _____

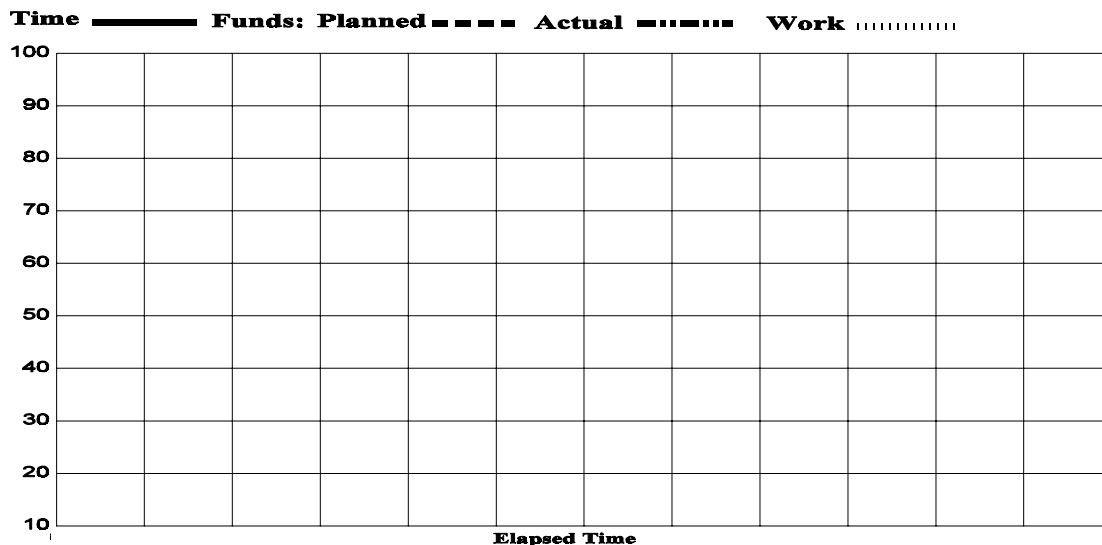
Estimated Completion Date: _____

FUNDS: Percent Money Used: _____

Contract Amount (or as modified): _____ Funds Expended: _____

WORK: (weighted by task) Percent Work Complete: _____

PROGRESS CHART AND SCHEDULE:



NARRATIVE: Report activities for month, and problems that have developed. Do for overall Contract or Work Task Order and also on a task by task basis. Show percent work complete for each task.

Appendix Q

Example of Completed Progress Report

Report Number: 5 Contract Number: 94-8765 Work Task Order Number: N/A

Report For: Contract ☒ Work Task Order ☐

Month Ending: Jul 94 Prepared by: P. Report Phone Number: 666-1234

Consultant: Blue Moon Engineers

Project: xx-xxxx Beaver Wash to Cherry Creek

Contract Modifications: None

Note: If this report is for a Work Task Order, substitute Work Task Order for Contract from this point on.

TIME: Percent Time Used: 65

Contract Started: Jan 94 Contract End (or as modified): Dec 15, 1994

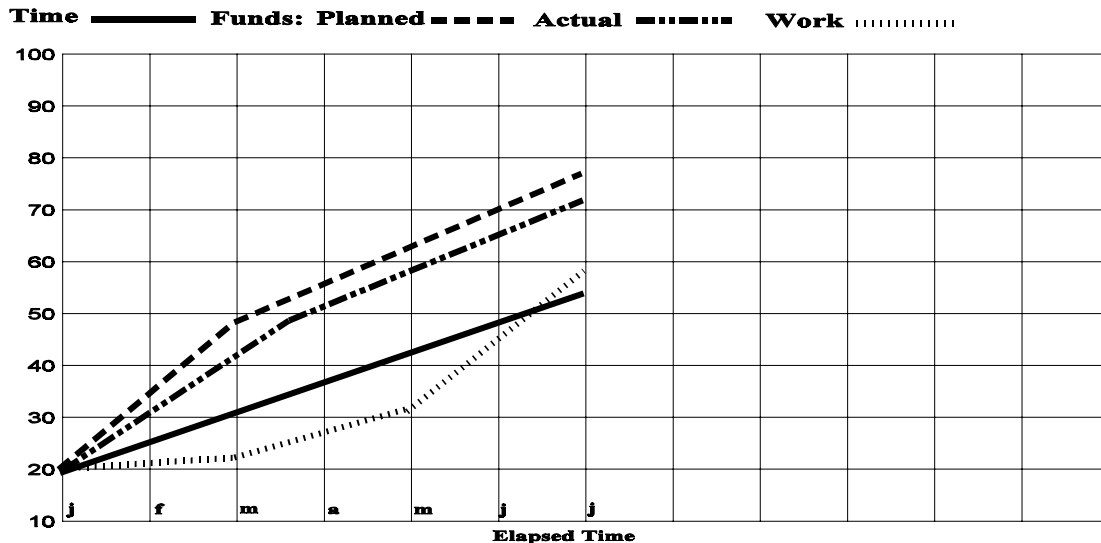
Estimated Completion Date: Dec 15, 1994

FUNDS: Percent Money Used: 75

Contract Amount (or as modified): \$125,000 Funds Expended: \$93,750

WORK: (weighted by task) Percent Work Complete: 60

PROGRESS CHART AND SCHEDULE:



NARRATIVE: Report activities for month, and problems that have developed. Do for overall Contract or Work Task Order and also on a task by task basis. Show percent work complete for each task.

**EXAMPLE, PERCENTAGE CALCULATION
FOR
PROGRESS REPORT
OF
CONSULTANT SERVICES**

(A) Task	(B) Task Estimate Cost	(C) Task % of Contract	(D) Estimated % of Work Complete in Task	(E) $\frac{(C) \times (D)}{100} = \%$
1	\$5,000	10	50	5
2	\$15,000	30	60	18
3	\$20,000	40	80	32
4	\$10,000	20	10	2
TOTALS	\$50,000	100		57

Appendix R

Consultant Services Progress Report Percentage Calculation

(A) Task	(B) Task Estimate Cost	(C) Task Percent of Contract	(D) Estimated Percent of Work Complete in Task	(E) $\frac{(C) \times (D)}{100} = \text{Percent}$
1	\$5,000	10	50	5
2	\$15,000	30	60	18
3	\$20,000	40	80	32
4	\$10,000	20	10	2
TOTALS	\$50,000	100		57

Appendix S

Consultant Monitoring Report

Date: _____

Time: _____

Consultant: _____

Contract Number: _____

Project: _____

Means of Contact: _____

Those Involved: _____

Objective of Contact/Visit: _____

Documents Developed or Observed: _____

Results of Contact/Visit: _____

Contract Conformance

Personnel

Financial

Progress

Technical

Evaluation Notes

Work Product

Accuracy (Pertaining to Work Product)

Completeness (Pertaining to Work Product)

Work Quality (Pertaining to Legibility, Organization, Understandability, Etc.)

Conformance with Standards (Demonstration of Knowledge of Required Standards & Specifications and Conformance with Them)

Work Process

Cooperation (Willingness to Cooperate with UDOT Personnel)

Management (Demonstration of Control of the Project)

Meeting Schedules (On Target to Meet Project Completion Date)

Self Direction (Demonstration of Ability to Perform with an Adequate, but not Excessive Amount of Direction from UDOT Personnel)

General Comments

Completed by: _____

Title: _____

Appendix T

UTAH DEPARTMENT OF TRANSPORTATION
Consultant Performance Review & Evaluation Form
Please use a separate form for Key Subconsultant Evaluations

Contract Number _____ Date of Evaluation _____
Project Number _____ Consultant _____
Description _____
UDOT Project Manager _____ ☐ Pool ☐ RFQ ☐ Local Government

STEP #1

Identify All Key Work Disciplines For Project

(A & B are two examples of discipline types - Evaluator may review up to 8 disciplines per evaluation A - H).

- A. Project Development
- B. Roadway Design
- C.
- D.
- E.
- F.
- G.
- H.

Step #2 Rate Goals & Objectives - From Page 2 3=Excellent 2=Good 1=Poor 0= Unacceptable		Step #3 Rate Disciplines For Work Product & Process 3=Excellent 2=Good 1=Poor 0= Unacceptable							
WORK PRODUCT	Goals/Objectives	A	B	C	D	E	F	G	H
Work Quality									
Conformance with									
Value of Services									
WORK PROCESS	Goals/Objectives	A	B	C	D	E	F	G	H
Partnering Skills									
Management									
Meeting Schedule									
Self-direction									
Meeting Budget									
Problem Resolution									

NOTE: If you rate a Consultant with a **Poor or Unacceptable** rating you will need to inform the Consultant that they are disallowed from contracting with UDOT for determined period of _____ month.

Definitions

WORK QUALITY - Pertaining to Work Product Specifications & conformance with them, Legibility, Organization, and Completeness.

CONFORMANCE WITH STANDARDS - Demonstration of knowledge of required standards and specifications and conformance with them.

VALUE OF SERVICES - Demonstration of the project meeting or exceeding identified expectations.

PARTNERING SKILLS - Willingness to cooperate with Project Team personnel.

COMMUNICATION - Demonstration of communicating project needs to appropriate Project Team personnel.

MANAGEMENT - Demonstration of control of the project.

MEETING SCHEDULE - On target to meet project completion date.

SELF-DIRECTION - Demonstration of ability to perform with an adequate but not excessive amount of direction from UDOT Personnel.

MEETING BUDGET - Meets or is under budget for defined scope.

WORK PRODUCT & WORK PROCESS GOALS & OBJECTIVES

NOTE: Written Goals & Objectives need to be established between Project Manager and Consultant. At least one (1) Consultant Performance Review & Evaluation will need to be done per project. Project Manager's are also required to submit this completed and signed form (PM and Consultant) to the Comptroller's Office, or retainage will not be released to the Consultant.

Work Quality:

Conformance with Standards:

Value of Services:

Partnering Skills:

Management:

Meeting Schedule:

Self-direction:

Meeting Budget:

Problem Resolution:

Project Manager Signature:	Date:
Comments:	
Consultant Signature:	Date:
Comments:	

Appendix U

Monthly Activity Status Report

[illegible]

Appendix V

Payment Request For Consultant Services

Payment Request No. _____ Month End ____ 200____ Progress _____ Final _____
Contract No. _____ Contract Modifications _____ FA _____ Non-FA _____
Work Task Order No. _____ ARCM No. _____ (if applicable)
Project _____
Name of Consultant _____
% Work _____ % Time _____ % Billed _____
Date Started _____ Date Completed _____

Summary of Work for Which Payment Is Requested

Task or Item	Description	Estimated Cost	Accumulative Amount	Current Month
	Unresolved Items from Last Invoice			
	Totals			
	Retainage			
	Totals Less Retainage			

Submitted by Consultant: _____ Date: _____
Approved by Local Governments: _____ Date: _____
(if applicable, *SEE BELOW FOR CONTINUED SUBMITTAL)
Approved by UDOT Project Manager: _____ Date: _____
Approved by CS Accountant: _____ Date: _____

*LOCAL GOVERNMENTS -PLEASE FORWARD WITHIN RECOMMENDED FIVE (5) DAYS TO: **Comptroller's Office**

UDOT Consultant Manager _____

Address _____, City _____, State _____, Zip Code _____

Appendix W

Payment Request Example

Payment Request No. 6 Month End May 2000 Progress ✓ Final
Contract No. 00-8765 Contract Modifications None FA Non-FA ✓
Work Task Order No. (if applicable)
Project xx-xxxx Beaver Wash to Cherry Creek
Name of Consultant Blue Moon Engineers
% Work 60 % Time 65 % Billed 75
Date Started Jan 00 Date Completed

Summary of Work for Which Payment Is Requested

Task or Item	Description	Estimated Cost	Accumulative Amount	Current Month
1	Surveying	\$12,000.00	\$9,000.00	\$570.00
2	Geotechnical	37,500.00	32,000.00	1,100.00
3	Structure Design	50,000.00	49,000.00	2,330.00
4	Bridge Approach Design	25,000.00	3,750.00	2,250.00
Totals		\$125,000.00	\$93,750.00	\$6,250.00
Retainage			4,375.00	313.50
Totals Less Retainage			\$89,375.00	\$5,937.50

Submitted by Consultant: signed Date: 5/15/00
Approved by Local Governments: signed Date: 5/15/00
(if applicable)
Approved by Project Manager: signed Date: 5/15/00
Approved by UDOT Accountant: signed Date: 5/30/00

Appendix X

Local Authority Right-of-Way Payment Request Form

Project No. _____ Date: _____

Project Name _____

Cooperative Agreement No. _____ CID# _____

Reference Information

Property Address: _____

Property Owner: _____

Parcel No(s): _____ (or description)

Total Amount Requested \$ _____

-Please attach the Right-of-Way Acquisition Summary & Settlement Invoice

NOTE: The right-of-way check can be made only four ways!

1. To the property owner.
2. To the Local Authority (i.e. City, County, etc).
3. To the Title Company
4. To any of the above, C/O UDOT

Please make the right-of-way check out as follows *:

- ▶ The person whose name appears upon the check will receive the check. It cannot be made out to one person and sent to another.
- ▶ If the check is made out "C/O UDOT," the check can be made out to a property owner, picked up by the sponsoring agency, and then delivered by the sponsoring agency to the owner or Title Company.
- ▶

Submitted by:

Date:

Approved by:

Date:

UDOT Project Manager

Appendix Y

QC/QA

Quality Control

Quality Control:

The process of monitoring specific project work products to determine if they comply with relevant quality standards and identifying ways to eliminate causes of unsatisfactory or inaccurate work products. This process includes but may not be limited to: Peer checking of calculations, Peer review of constructability, biddability, Group reviews or discussions of specific work products or concepts.

QUALITY ASSURANCE



**Independent
Assurance**

**Process
Assurance**

Acceptance

Quality Assurance:

The process of evaluating overall work products or processes to ensure consistent quality. Quality Assurance is conducted by personnel independent of the organizational unit responsible for the task or work process.

Independent Assurance:

The review of project's plans and specifications for conformance to UDOT and AASHTO Standards, for constructability, biddability, and for overall completeness.

Process Assurance:

Periodic audits of the quality control procedures to ensure that all assigned units are performing in conformance to project requirements, and to determine the effectiveness of the plan.

Acceptance:

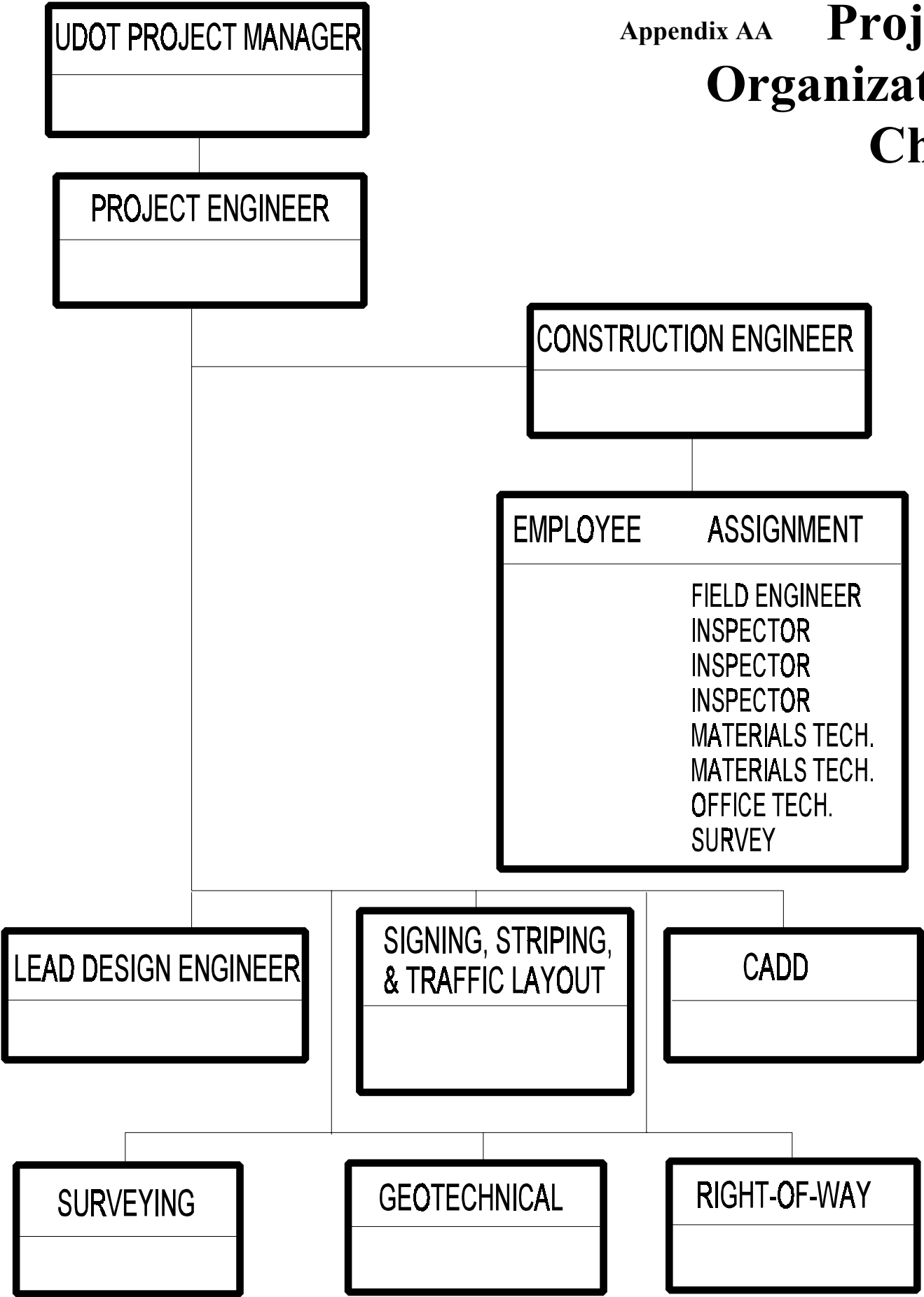
The approval (signature) of the product by senior management.

Related Experience

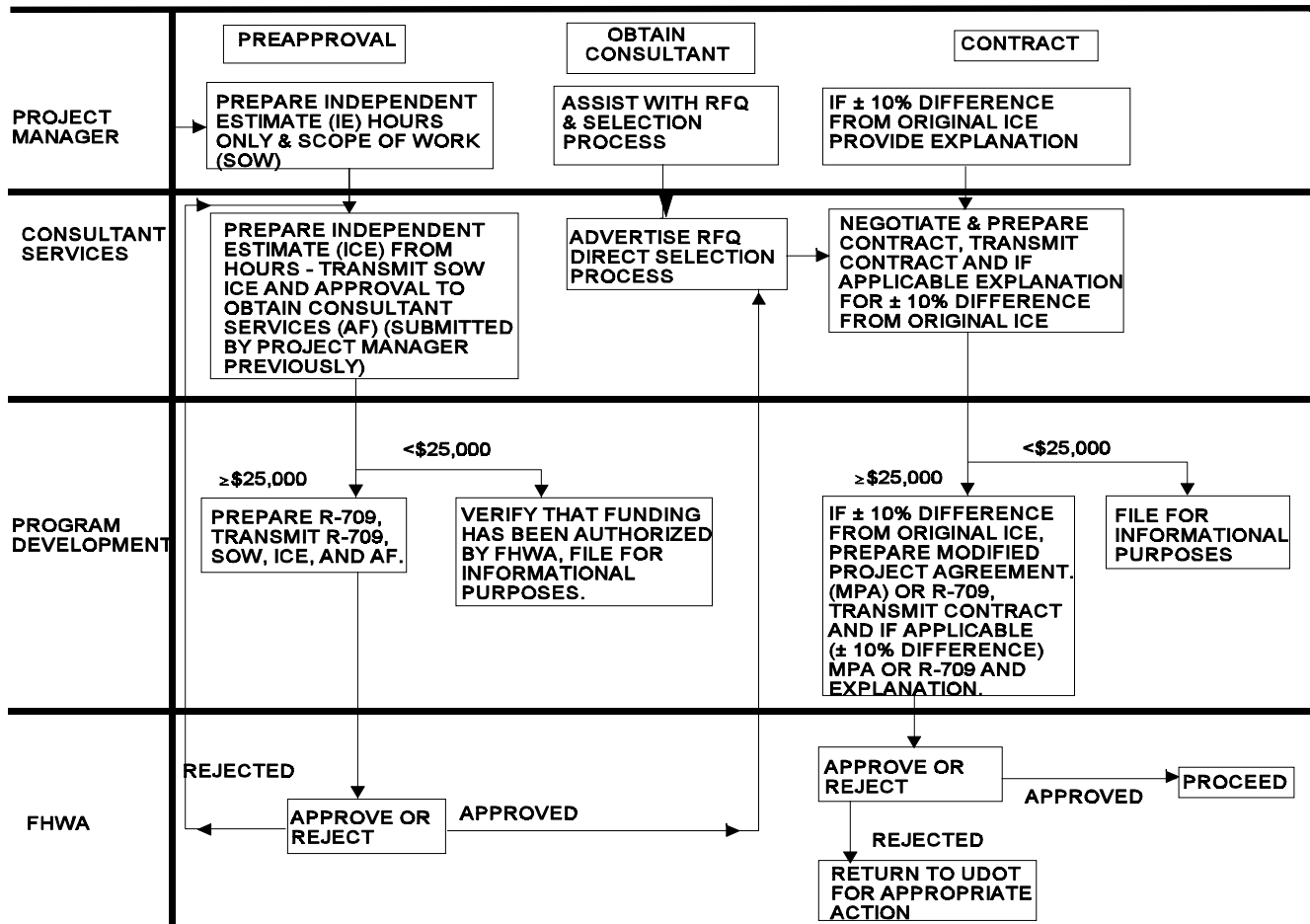
Project Engineer	Year	Type of Project	Project Name	Project Location	Project Description	Const. Cost Est. \$ Millions	SERVICES PERFORMED	CLIENT CONTACT EPHONE NO.

Appendix AA

Project Organization Chart



NEW CONTRACTS INDEPENDENT ESTIMATE PROCESS



Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Please print or type

Name (See **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the **Part I instructions on page 2**. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the **chart on page 2** for guidelines on whose number to enter.

Social security number
| | | + | | | |

or

Employer identification number
| | + | | | | |

List account number(s) here (optional)

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the **Part III** instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the **Part II** instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all

such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II—For U.S. Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Part III—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to

report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

